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Feasibility Study
for Providing a Trail
Between Almaden Park
and the
Coyote Creek Park Chain

Prepared for:
Parks and Recreation Department
City of San Jose

August, 1989

FEASIBILITY STUDY
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City of San Jose

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Prepared by:
EARTH METRICS INCORPORATED
2855 Campus Drive, Suite 300
San Mateo, CA 94403
(415) 578-9900

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EXECUTIVE SUMMARY

This report was prepared at the request of the City of San Jose Parks and Recreation Department to identify a feasible route for connecting the Almaden Park and the Coyote Creek Park Chain via Santa Teresa Park. The report is a critical analysis of providing such a connection. The precise location for the trail, however, is left to the discretion of the Parks and Recreation Department after the Department weighs the issues of demand, liability and costs associated with providing such a linkage. The presence of the existing Coyote-Alamitos Canal access road between Almaden Park and its above ground terminus near the Monterey Highway, west of State Highway 101, appears, on the surface at least, to be the ideal location for use as a pedestrian/bicycle/jogging facility. Section 3 of this report presents a brief history of the facility; the limitation on its use; the present status of the facility; the proposed plan by the Santa Clara Valley Water District to alleviate the problems associated with the canal (abandonment plan); and past response of the City of San Jose to the abandonment plan as set forth by the Santa Clara Valley Water District. Section 4 addresses the issues associated with the City taking over responsibility of the facility for its use as a recreational facility. This section discusses such issues as liability, privacy and security of the adjacent land owners, and the costs associated with acquiring rights to the canal right-of-way. Section 5 addresses the costs of acquisition of the canal facility, and Section 6 addresses a proposed strategy to acquire rights to the canal right-of-way for recreational purposes.

The City's first priority in providing a recreational trail facility along the Coyote-Alamitos Canal should be in not exposing itself to unnecessary liability claims in acquiring portions of the canal facility that may be susceptible to catastrophic failure. The City should acquire only those portions of the canal facility that would not be subject to failure and that would be necessary to complete the linkage. Alternative means of providing a trail connection between Almaden Park and the Coyote Creek Park Chain exist along major portions of the existing corridor. This is principally due to the amount of public land that is located adjacent to the canal right-of-way, primarily Century Oaks Park (City) and the Santa Teresa Park (County).

The City should exercise extreme caution in assuming responsibility for any portion of the canal right-of-way. By the Santa Clara Valley Water District's own assessment, "creep is present along the entire alignment and the consequences of (land)sliding have become serious," (disposition of the Coyote Alamitos Canal, Santa Clara Valley Water District, March, 1988).

1. INTRODUCTION

This feasibility study was prepared at the request of the City of San Jose Parks and Recreation Department to identify a reasonable trail connection between the Almaden Park and the Coyote Creek Park Chain through the Santa Teresa Park. The study also attempts to articulate some of the problems associated with providing such a connection via the most logical route i.e., by using the access road within the right-of-way of the Coyote-Alamitos Canal. This right-of-way, currently held in easement and in fee by the Santa Clara Valley Water District (SCVWD), was originally constructed as a transportation canal for water recharge purposes, but has been obsolete for this purpose since 1974, when the facility was replaced by two underground pipelines. The report also identifies a recommended strategy for the acquisition and construction of the recommended trail connection.

Almaden Park is located at the western end of the Santa Teresa Hills within the City of San Jose. Santa Teresa Park is located about three and a half miles east of Almaden Park within the Santa Teresa Hills. Santa Teresa Park was first opened to the public in 1961 after the County completed the construction of a golf course within the park. Other facilities were subsequently added that included picnic areas, riding and hiking trails and an equestrian assembly area. The Coyote Creek Park Chain is located approximately one mile east of Santa Teresa Park, at its closest point. The park chain connects a number of individual parks and reservoirs over its 24 mile length. While most of these parks and reservoirs within the park chain are located within the City of San Jose, some are located outside of the City, within the unincorporated area of Santa Clara County (see Figure 1-1, Local Setting of Project Vicinity).

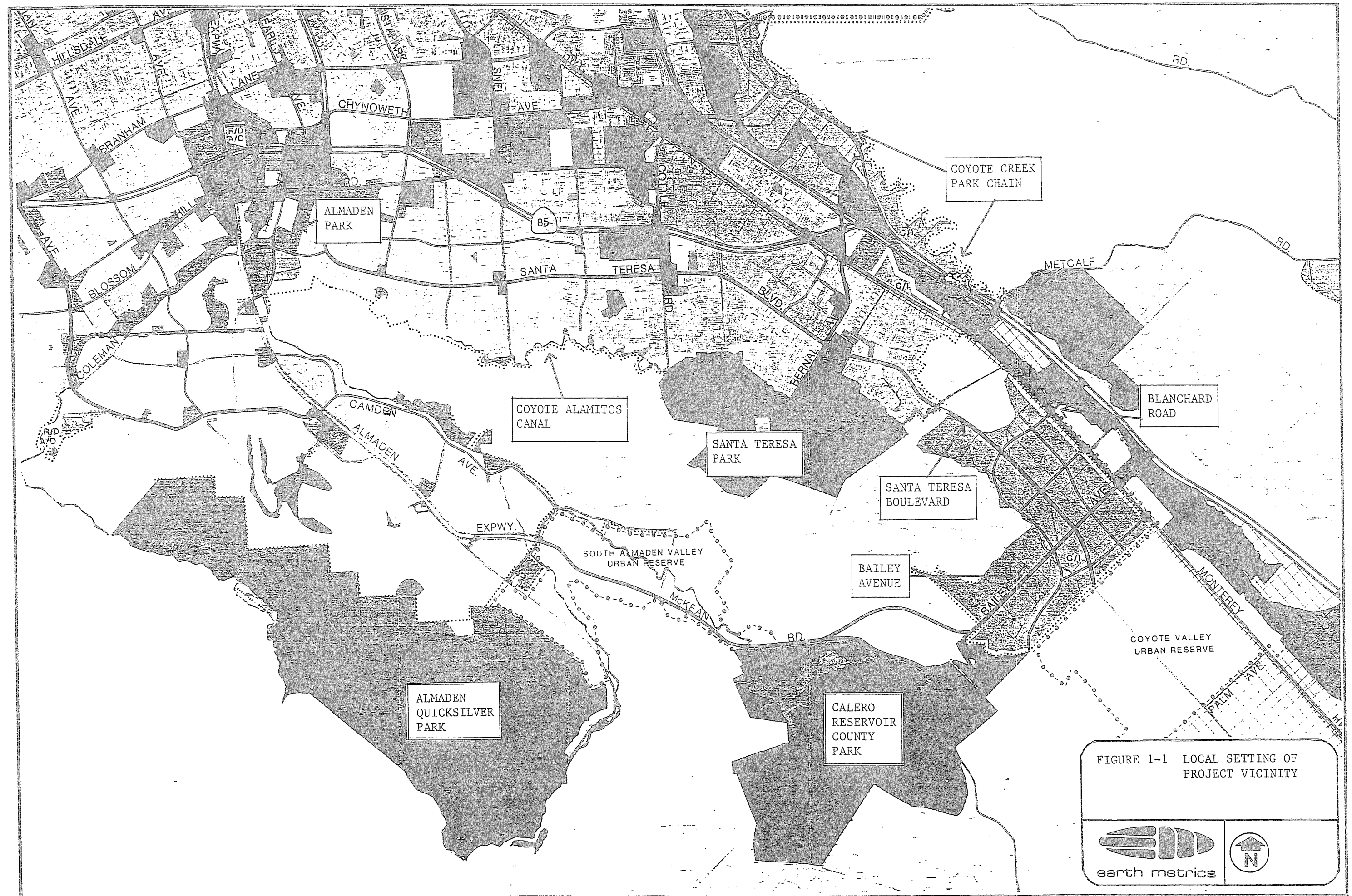


FIGURE 1-1 LOCAL SETTING OF PROJECT VICINITY



2. PROPOSED ROUTE

The recommended route would exit Almaden Park along the Alamitos Creek about a third of a mile to the PG&E electrical transmission corridor. The route would then travel along PG&E's access road approximately 1.75 miles to the Coyote-Alamitos Canal right-of-way. The proposed route would then either utilize the existing access road of the Coyote-Alamitos Canal or, where possible, the adjacent public lands currently held by either the City of San Jose (City), the Santa Clara Valley Water District (SCVWD), or Santa Clara County (County). This route would then pass through the Santa Teresa Park, continue along the canal right-of-way (or along adjacent lands held in fee or easement by the District) to Santa Teresa Boulevard. The proposed route would then travel along Santa Teresa Boulevard to Bailey Avenue. At that point, i.e., the proposed trail would cross over Santa Teresa Boulevard and parallel Bailey Avenue before accessing the Coyote Creek Park Chain. This route is illustrated on Figure 2-1.

It should be noted that Figure 2-1 also shows an alternate route between the Almaden Park and the Coyote Creek Park Chain that would avoid the Coyote Alamitos Canal right-of-way almost entirely. This route would follow the existing easement along the Alamitos Creek, pass through the Alamitos-Calero Park and continue along Calero Creek, cross over Harry Road and continue along the north side of Calero Creek across what was formerly known as the "Stile Ranch" and what is now the IBM Almaden Research Center. The route could then travel north along Santa Teresa Creek before entering the Santa Teresa Park. From this point the trail could pass through the park and continue to a point at the east end of the park as identified in the preferred route (see Figure 2-1).

3. THE COYOTE-ALAMITOS CANAL

3.1 HISTORY

The Coyote-Alamitos Canal was constructed in the early 1950s for the purpose of transporting water from the Coyote Creek watershed to areas along the Guadalupe River for groundwater recharge purposes. Construction of the canal was completed in 1953 and the facility was first operated in May, 1954 (Disposition of the Coyote-Alamitos Canal, Santa Clara Valley Water District, 1988). Then, in the early 1970s, the SCVWD determined that it was more economical to utilize the proposed Cross Valley and Almaden Valley Pipelines to convey either San Felipe or Anderson water to these recharge sites. The Cross Valley and the Almaden Valley Pipelines were completed in 1975. Operation of the Coyote-Alamitos Canal as a water conveyance facility ceased at that time, the canal being no longer needed.

The canal extends westward from the Coyote Creek Park Chain at the base of the Tulare Hill through the Santa Teresa Park and along the northern face of the Santa Teresa Hills to the Guadalupe recharge facilities at Almaden Park. The canal traverses a linear distance of approximately seven and a half miles over a right-of-way from 50 to 100 feet in width. The canal has a minimal slope, having a fall of only 1.4 feet per mile (Future Role of the Coyote-Alamitos Canal, Santa Clara Valley Water District, July, 1983).

3.2 LOCAL JURISDICTION AND GENERAL PLAN DESIGNATION

Portions of the canal are located within the City of San Jose; however, the bulk of the canal right-of-way lies within the unincorporated lands of Santa Clara County. The County's general plan designates the land south of the canal (known as the Santa Teresa Hills) as "Hillside," with lot sizes ranging from 20 to 160 acres (minimum) depending on slope. The San Jose General Plan, Horizon 2000, designates the land south of the canal as "Non-urban Hillside" with the same density as the County allows. The canal lies just outside the City's Urban Service Boundary from the Almaden Park to the Santa Teresa Park, and according to the City of San Jose Planning Department, the boundary is not likely to change for some time, regardless of the disposition of the canal right-of-way (City of San Jose Planning Department, 1989).

3.3 CANAL DEVELOPMENT

The canal was originally designed and constructed as an earthen channel with seven inverted siphons each having a design capacity of 50 cubic feet per second (cfs). Enough right-of-way was originally obtained such that parallel conduits could be installed at a later date to double the capacity to 100 cfs; however, these siphons were never installed. In 1957 the canal was lined with gunite to reduce the losses due to leakage and to bring the capacity of the canal up to 100 cfs. To convey local runoff, twenty-five wasteways were constructed across the canal at the time the canal was constructed. These wasteways were constructed to convey local runoff that entered the canal into small water courses below the canal. In the winter of 1975-76, additional wasteways were installed downstream of those locations where significant hillside runoff entered the canal to release winter flows into local storm drains. These wasteways are noted on the aerial photographs as shown in Figure 3.3-1.



PLATE 1:

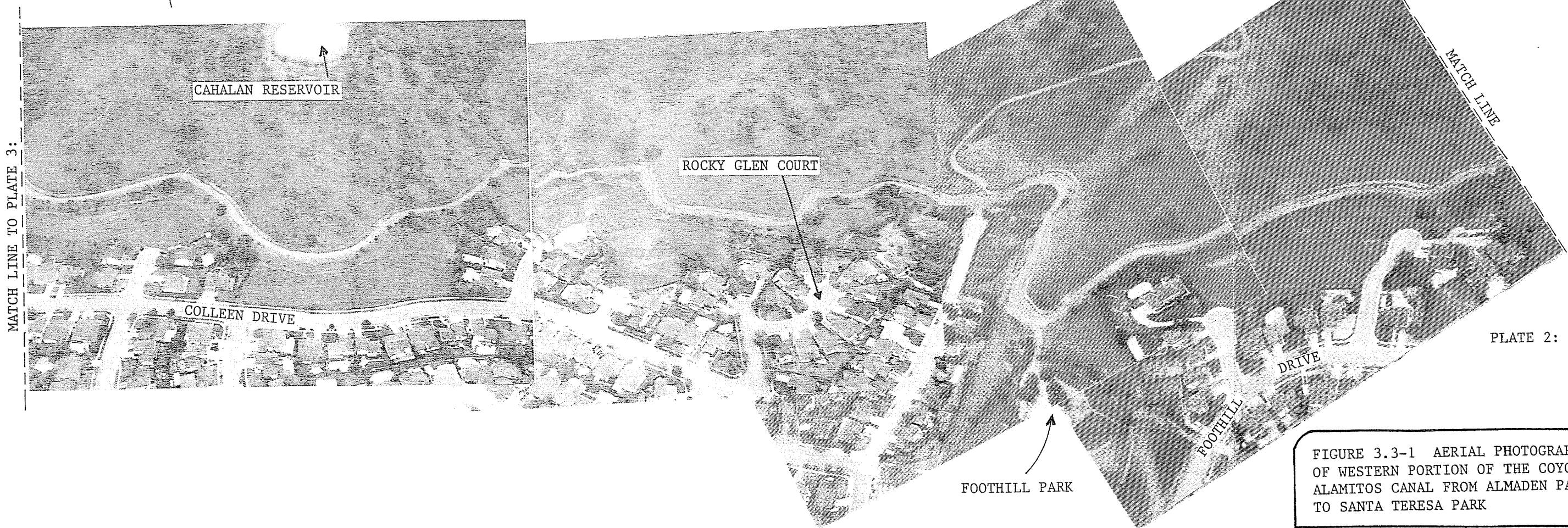



PLATE 2:

FIGURE 3.3-1 AERIAL PHOTOGRAPHS OF WESTERN PORTION OF THE COYOTE-ALAMITOS CANAL FROM ALMADEN PARK TO SANTA TERESA PARK



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FIGURE 3.3-1 (CONTINUED)



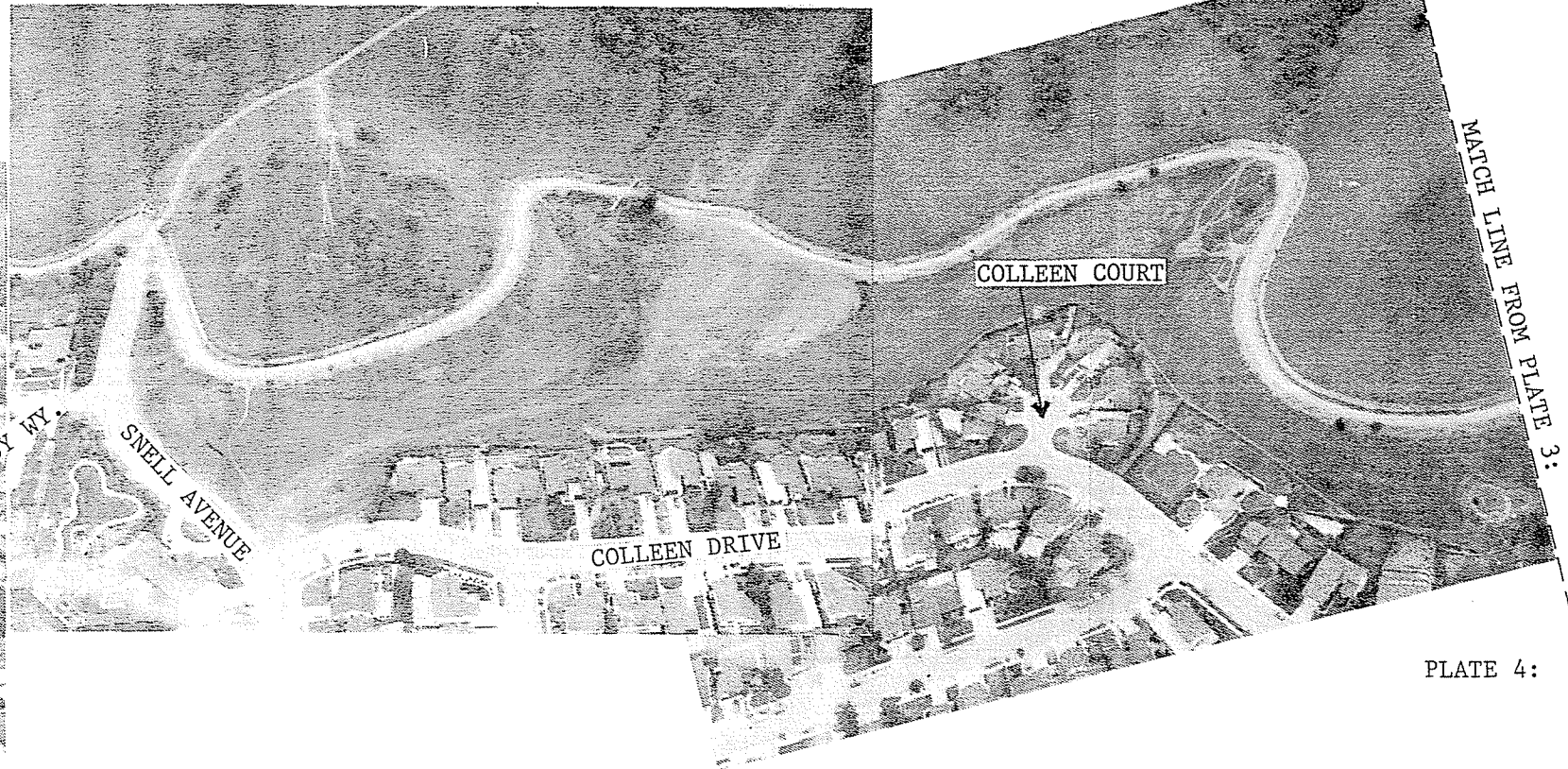


PLATE 4:

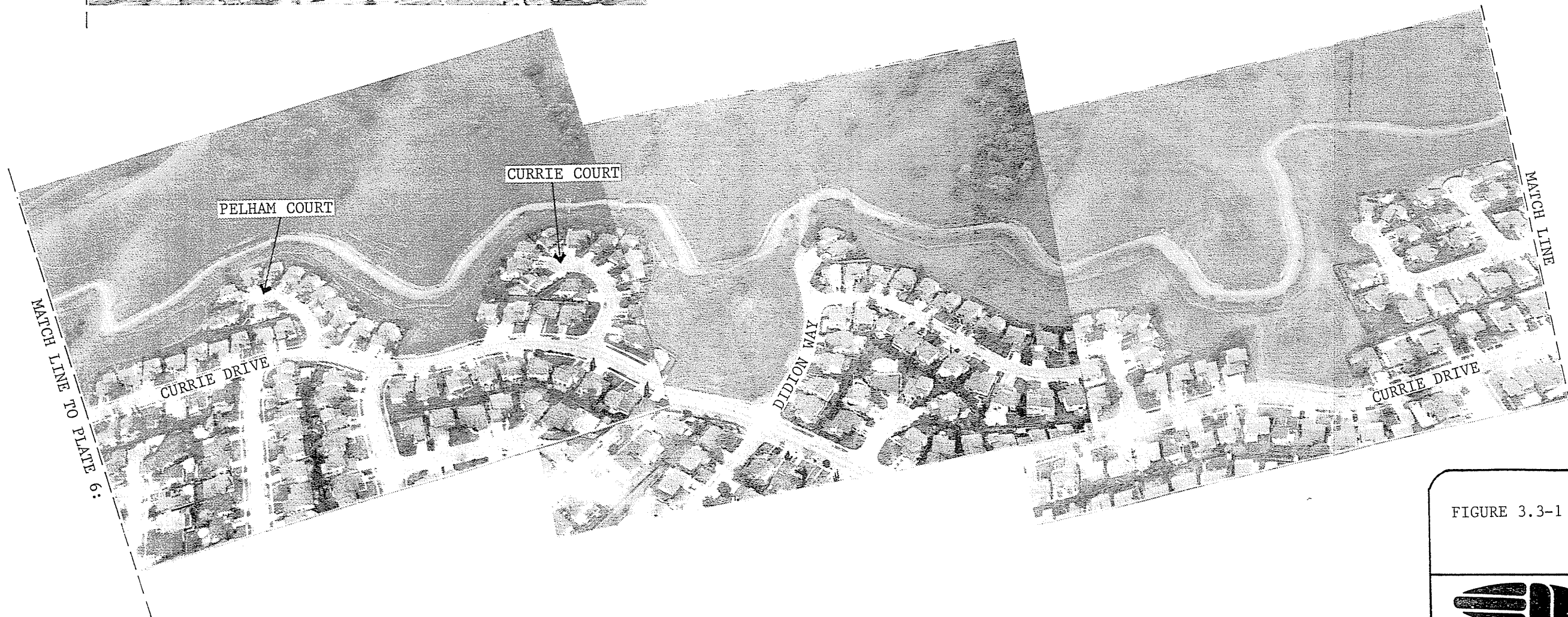


PLATE 5:

FIGURE 3.3-1 (CONTINUED)



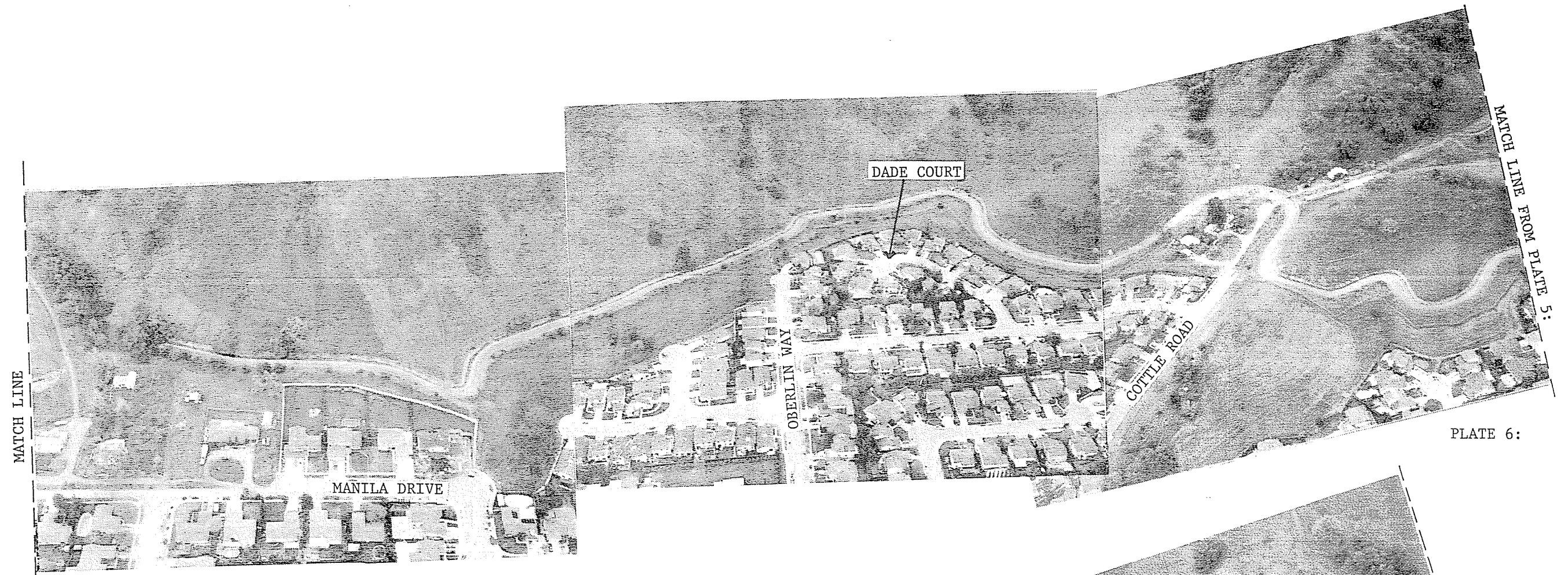


PLATE 6:



PLATE 7:

FIGURE 3.3-1 (CONTINUED)



3.4 ACQUISITION OF INITIAL RIGHT-OF-WAY

All of the right-of-way was initially obtained by the SCVWD in the form of easements for a water conveyance facility. As adjacent lands were developed, however, the District accepted the dedication of lands underlying or adjacent to the canal in some areas. According to District records, the District has fee title to approximately 33 percent of the right-of-way associated with the canal, while the remainder is still in easement form. Of the land overlain by the canal and maintenance road, the District owns about nine percent in fee and has easements on the remainder (see Figures 3.4-1 and 3.4-2, Right-of-way Maps of the Coyote-Alamitos Canal).

3.5 LIMITATION OF USE

Prior to any disposition of the canal owned in fee by the District, the District must first give any interested public agency the opportunity to acquire the facility at fair market value before it is put on the open market. While the District is not required to do this by law, this has traditionally been done in the past as a matter of courtesy from one public agency to another. In August of 1983, the District contacted the likely government agencies and two local water companies. One water company, the Great Oaks Water Company, initially expressed an interest in the section east of Santa Teresa Boulevard; however, this interest was never pursued by the water company. All public agencies expressed no interest in the canal or its associated land and easements.

Regarding the use of the land held under easement by the District, the easements are for the following purpose only:

(to) construct, install, repair, reconstruct, maintain and operate a canal and pipeline for the transportation of water over, across, under, and through that certain real property...

These easements, known as "grants of easement," therefore, restrict the use for which the easements can be used (see Figure 3.5-1 for a typical grant of easement for the Coyote-Alamitos Canal). According to the District, these grants of easement also bind the District to hold the grantor (landowner) free from liability for any damages resulting from the existence of the canal. In its report entitled the Future Role of the Coyote-Alamitos Canal (July 1983), the District states that "If the District wishes to abandon the easement, it can quitclaim its rights to the owner of the underlying land if the owner will accept it." However, since the easement protects the landowner from liability because of the existence of the canal, landowners will likely not accept a quitclaim while the canal still exists. Therefore, abandoning the easement requires, as a practical matter, that the canal and appurtenances be removed.

3.6 PRESENT STATUS OF PROJECT

Although the canal has not been used as a water conveyance facility since 1975, it is maintained by the SCVWD so as to prevent the canal from adversely affecting its adjacent properties. In the last ten years the SCVWD has incurred the following maintenance costs based on an hourly cost factor of \$30.00:

| <u>Year</u> | <u>Total Maintenance Cost (\$)</u> |
|-------------------------|------------------------------------|
| Jan. - Dec. 1979 | 30,530 |
| Jan. - Dec. 1980 | 25,370 |
| Jan. - Dec. 1981 | 40,990 |
| Jan. - Dec. 1982 | 54,700 |
| Jan. - Dec. 1983 | 160,200* |
| Jan. - Dec. 1984 | 31,100 |
| Jan. - Dec. 1985 | 3,400 |
| Jan., 1986 - July, 1987 | 52,250 |
| July, 1987 - June, 1988 | 25,500 |
| July, 1988 - present | <u>20,000</u> |
| Total: | <u>\$443,940</u> |

These annual maintenance costs include: (1) fence repair; (2) pre-emergent application of herbicides in the fall; (3) post-emergent application of herbicides in the spring; (4) disking of larger areas for grass suppression; and (5) canal clean-up, including trash and earth that has sloughed off the uphill side of the canal (Ortiz, 1989). The unusually large expense received by the SCVWD in 1983 was (in part) a result of damages incurred by the District that resulted from "over banking" caused by an obstruction (Christmas tree stuck in one of the conduits) during a period of heavy rains. The District also incurred an expense related to patching of the canal during this same year (1983), in addition to its normal maintenance charges as identified above. According to the District's records then, the maintenance costs over the past ten years or so have totaled \$444,000, or approximately \$44,000 per year, based on an hourly fee of \$30.00.

Regarding any major damages against the SCVWD as a result of the canal facility, Mr. Ben Francis, the District's Chief of Risk and Loss, recently commented that the District has incurred no significant costs over the last ten years (Francis, 1989). He did add, however, that the District is in litigation with the City at present regarding a wasteway under the canal, but due to the fact that it is in litigation at the present time, he did not want to elaborate.

3.7 PROPOSED PLAN TO ALLEVIATE PROBLEMS ASSOCIATED WITH THE CANAL

Due to the high costs required to maintain the canal as a surface runoff control facility, as well as the potential personal and property liabilities the canal presents, the District began looking for alternatives to reduce its liability beginning in 1982. After contacting other government agencies and private water companies, no real interest was expressed from any government agency or water company in obtaining the canal for recreation, water conveyance, or for storm drainage purposes.

* heavy rains and associated flooding

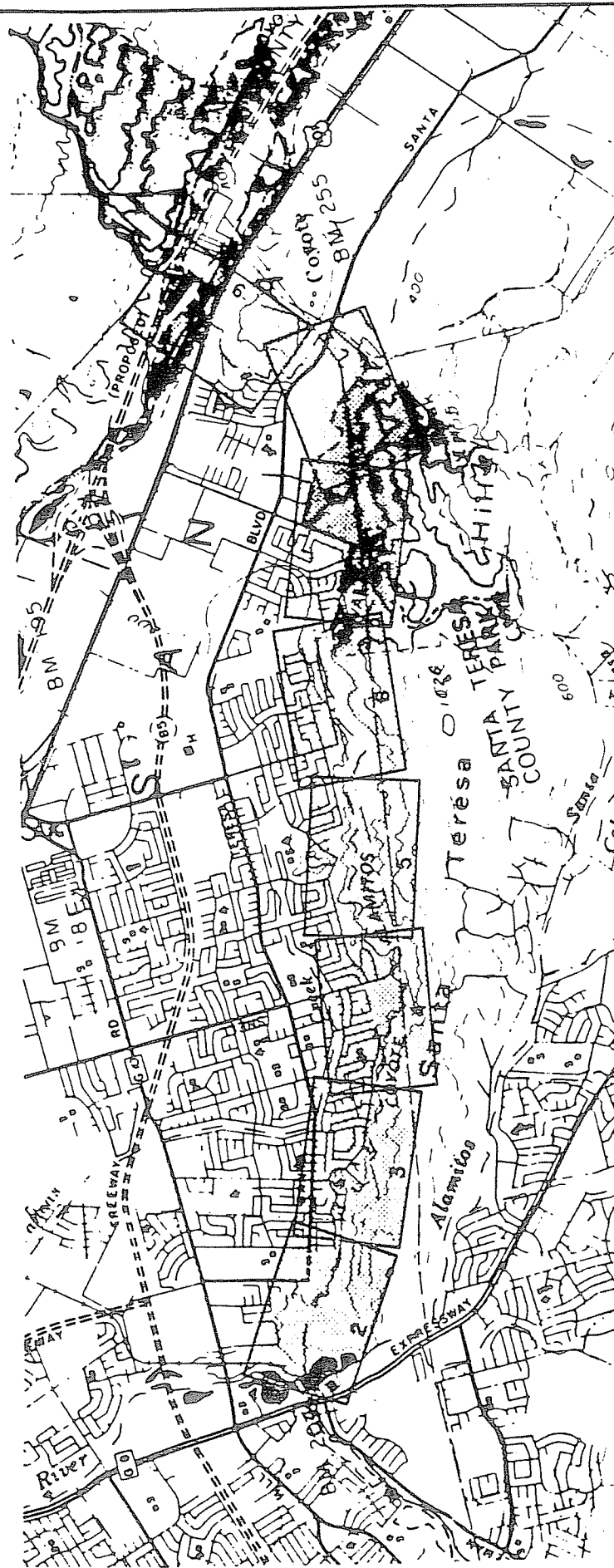


FIGURE 3.4-1 INDEX MAP FOR THE RIGHT-OF-WAY MAP OF THE COYOTE-ALAMITOS CANAL



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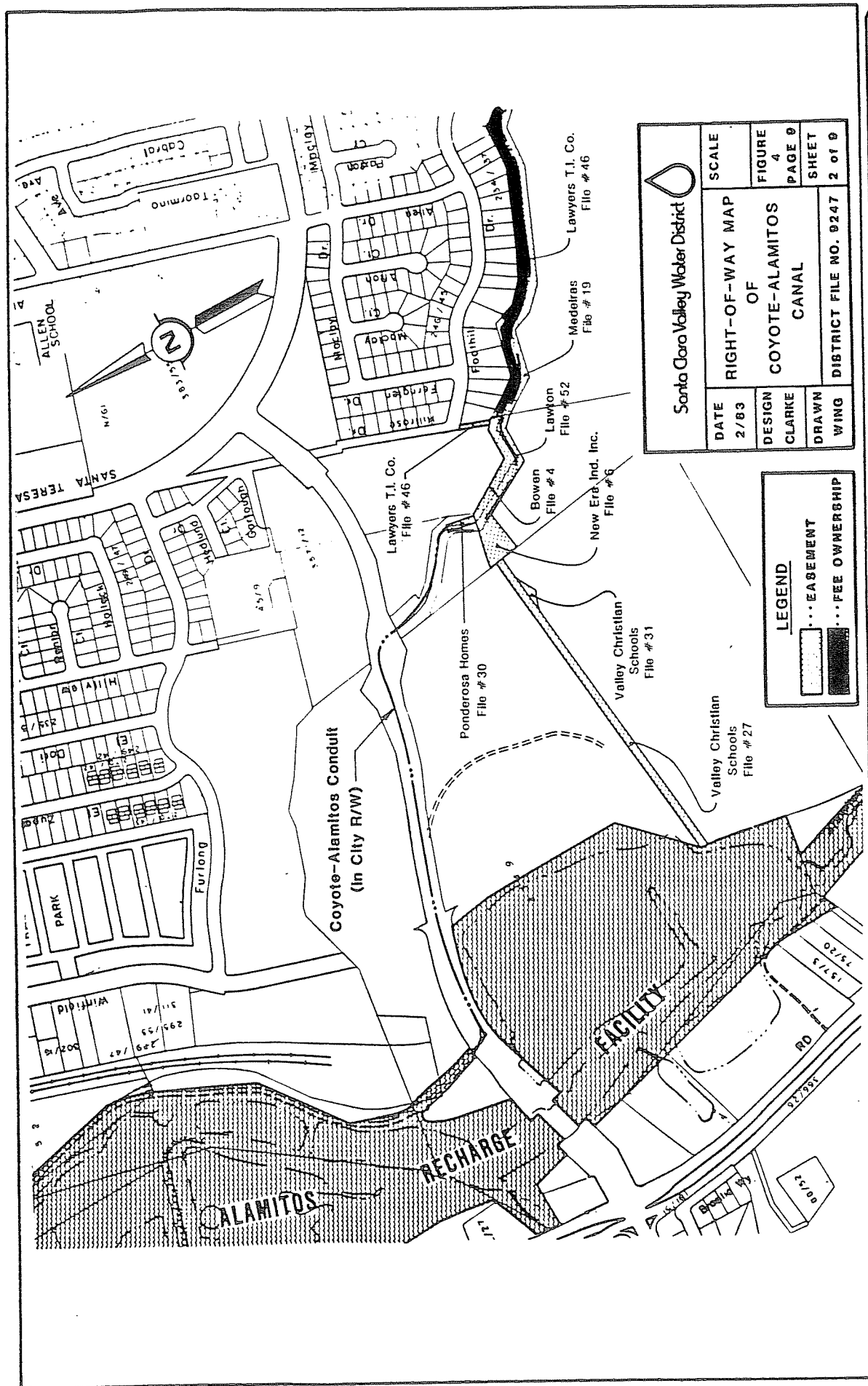


FIGURE 3.4-2 RIGHT-OF-WAY MAP OF COYOTE-ALAMITOS CANAL (SHEET 1 OF 8)



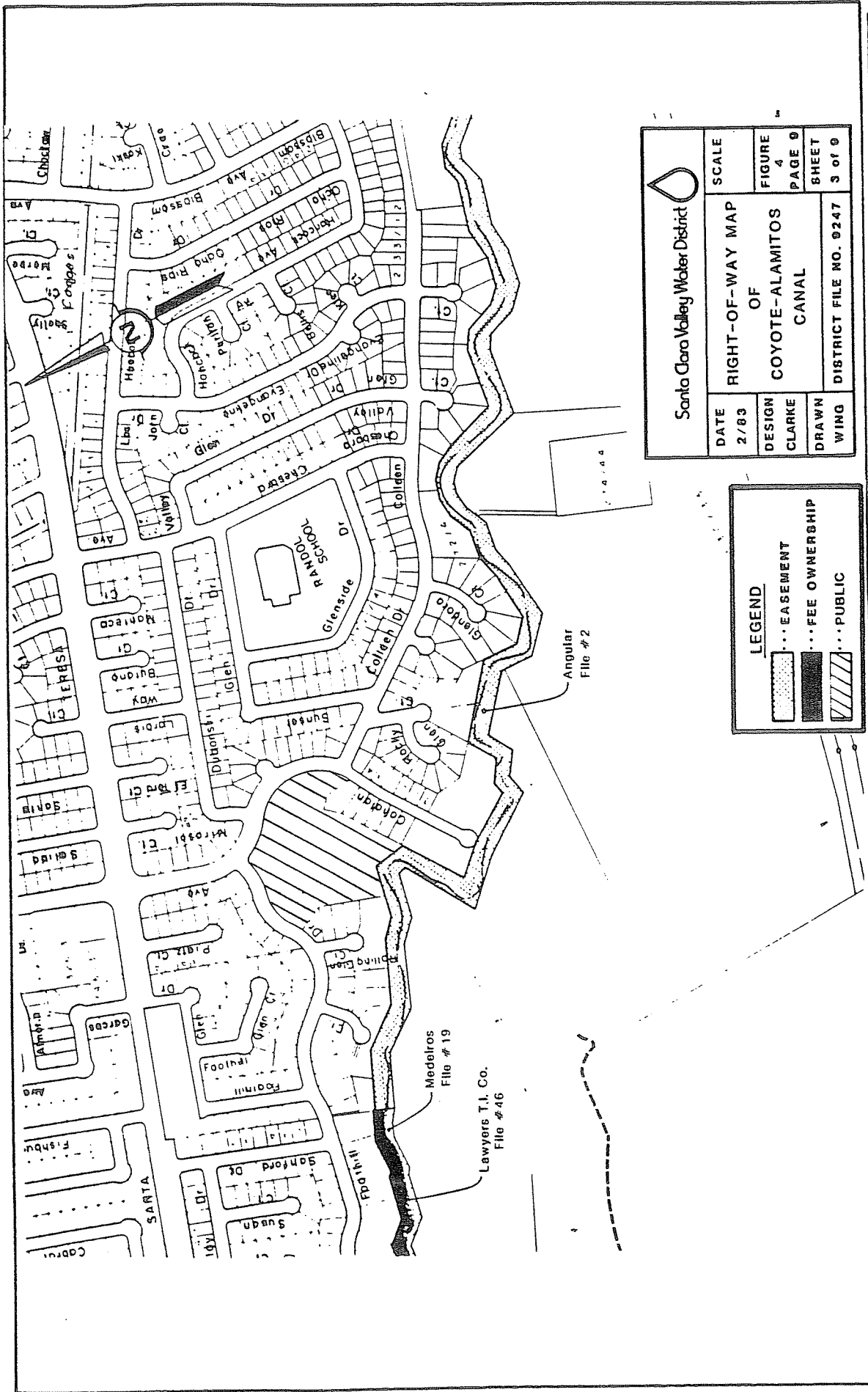


FIGURE 3.4-2 (CONTINUED) SHEET 2 OF 8

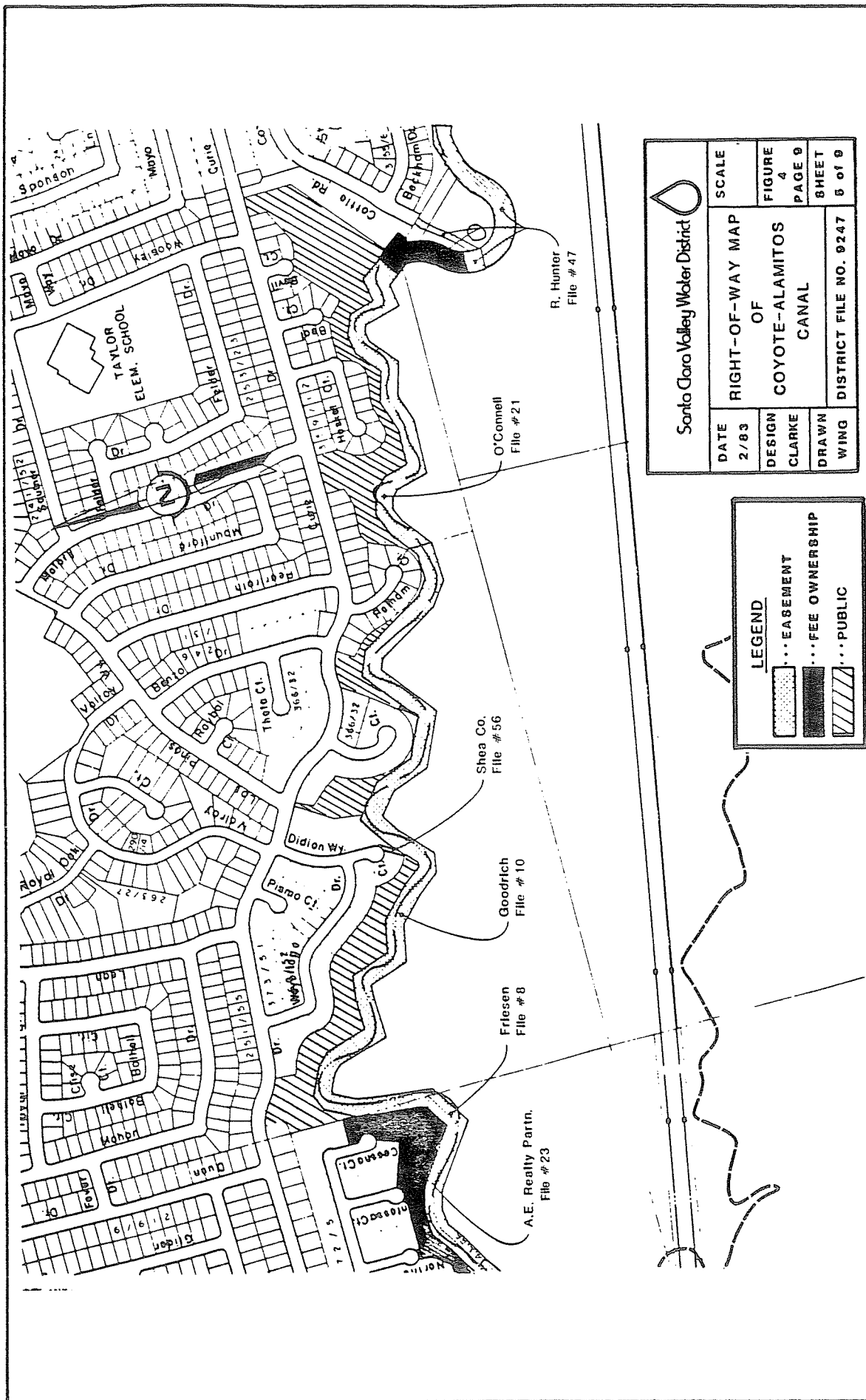


FIGURE 3.4-2 (CONTINUED) SHEET 4 OF 8

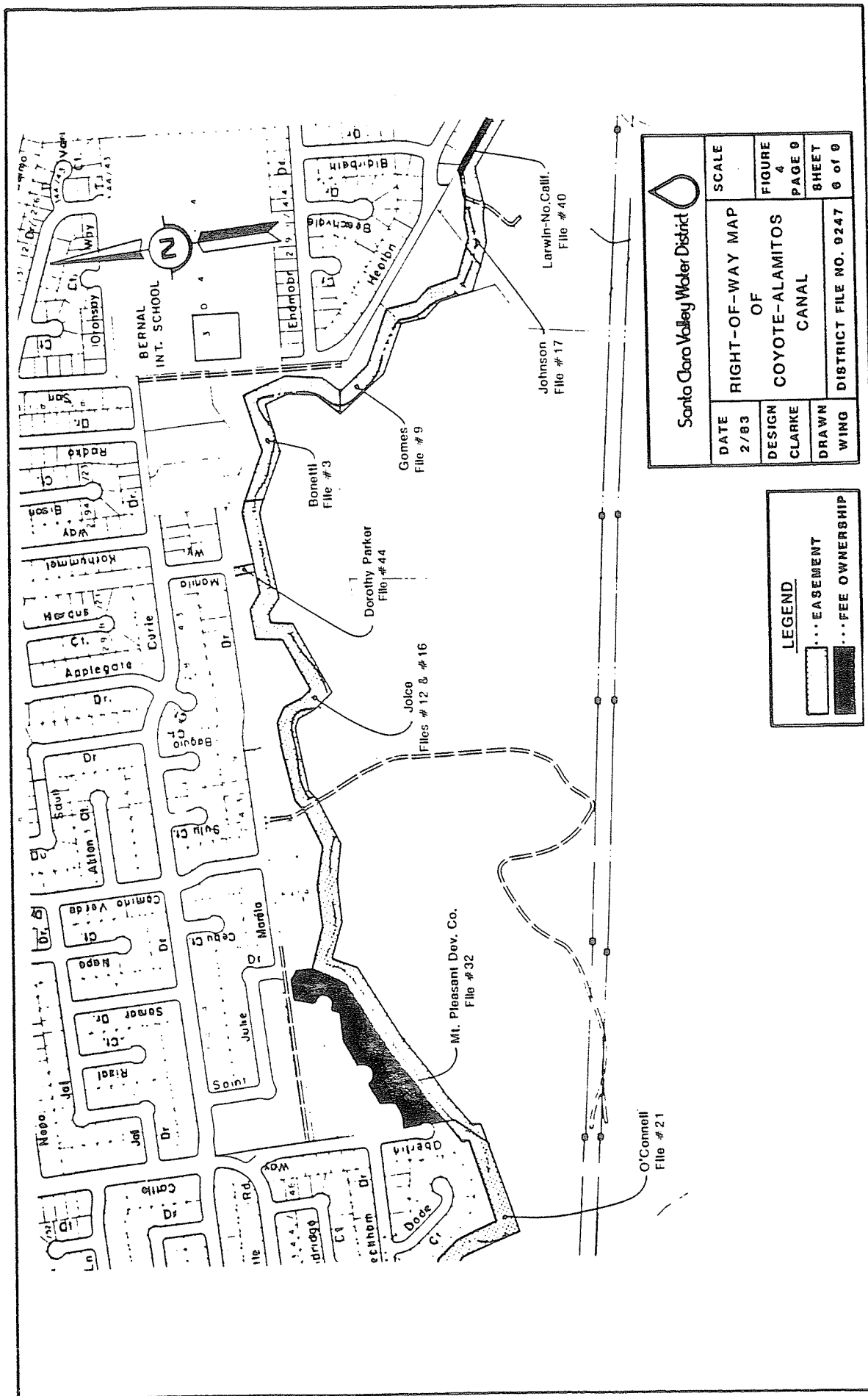


FIGURE 3.4-2 (CONTINUED) SHEET 5 OF 8



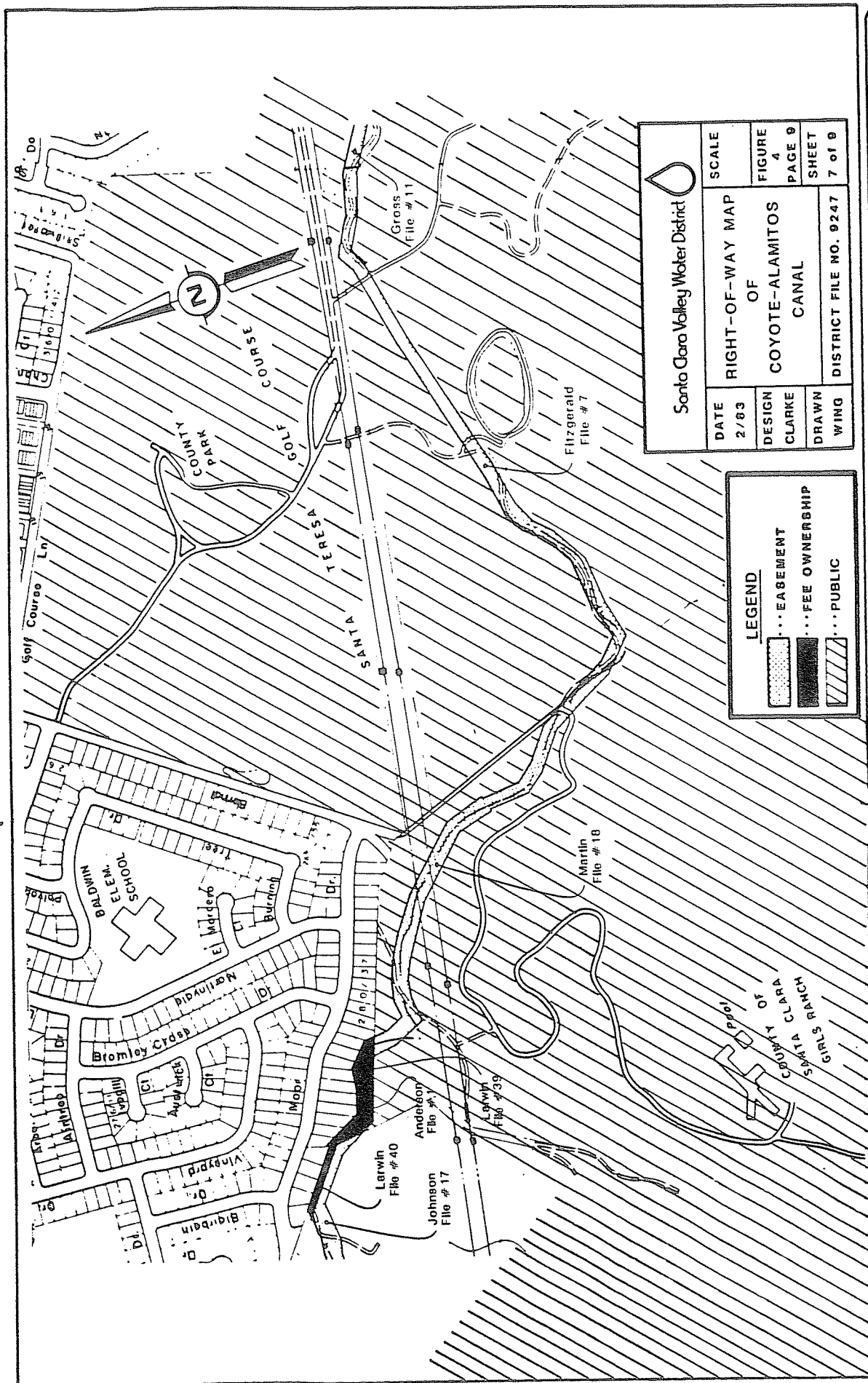


FIGURE 3.4-2 (CONTINUED) SHEET 6 OF 8



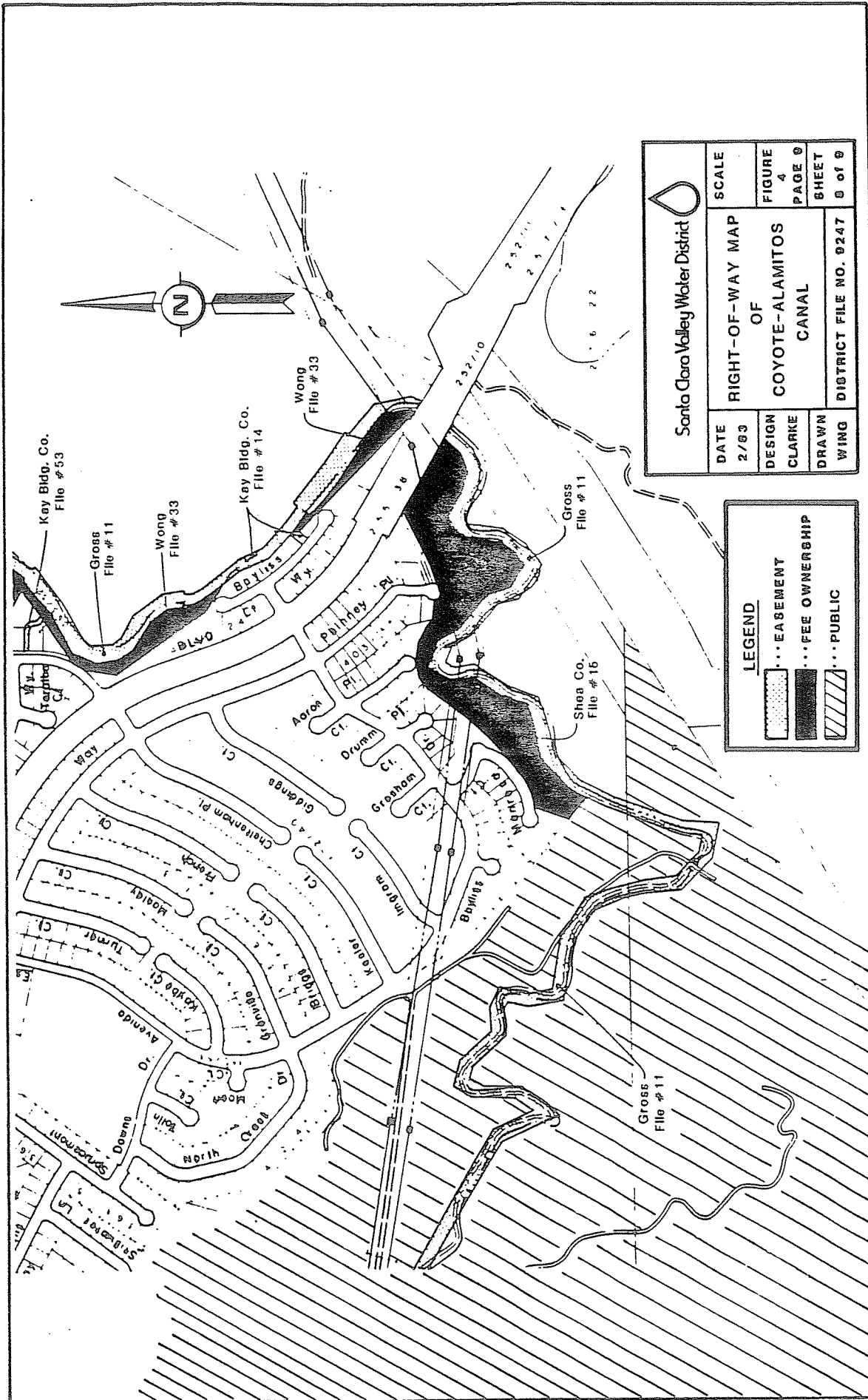


FIGURE 3.4-2 (CONTINUED) SHEET 7 OF 8



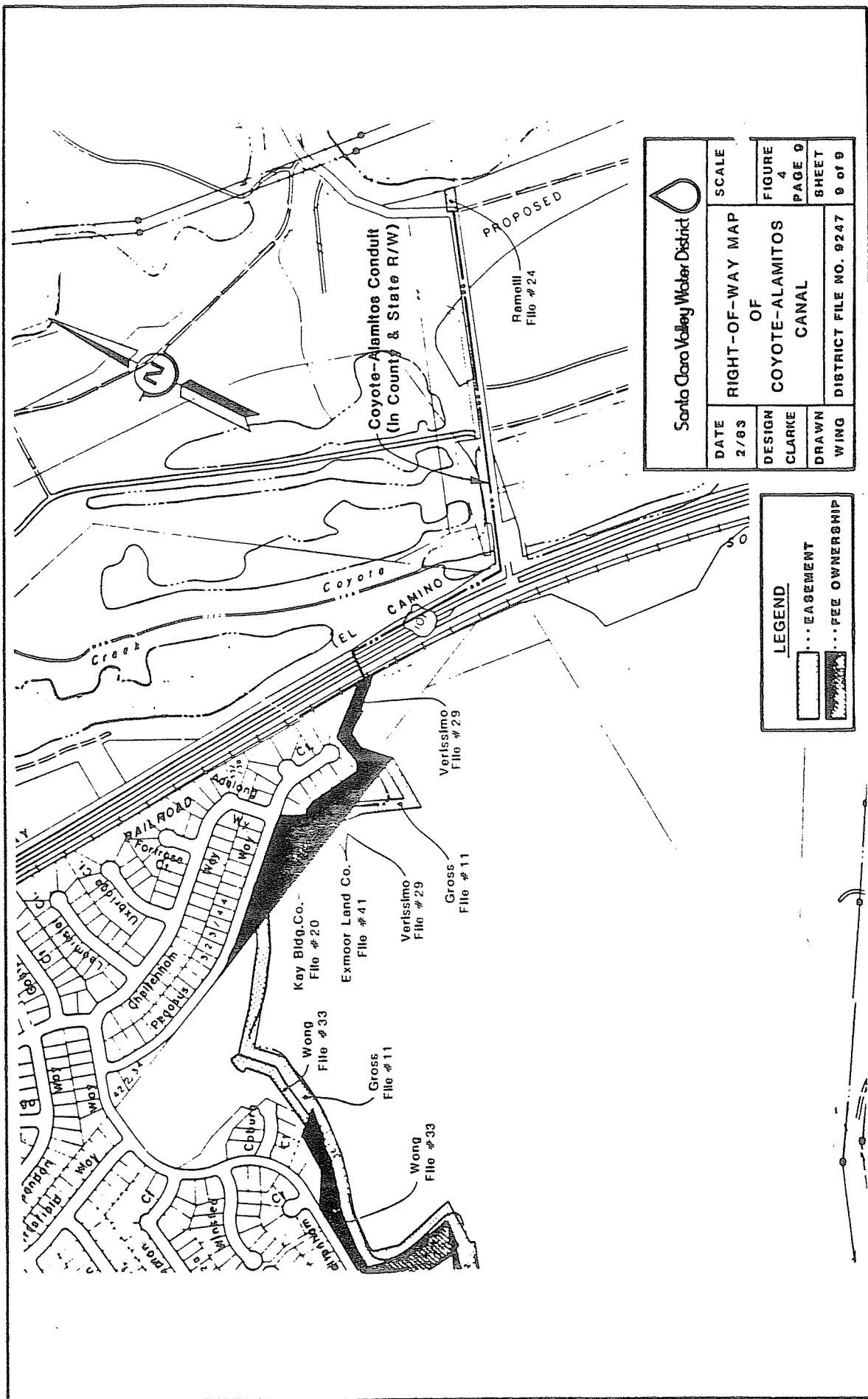


FIGURE 3.4-2 (CONTINUED) SHEET 8 OF 8



In the ensuing years, the District budgeted for, and then conducted in 1986, an analysis of eight alternatives to resolve, or at least to minimize, the existing problems associated with the canal. These problems were identified in an earlier report entitled, The Coyote-Alamitos Canal Landslide Investigation, SCVWD, January 1976, and are restated here: (i) many landslides exist along the canal; (ii) portions of old landslides were activated by grading and other urban development activities; (iii) creep is present along the entire alignment; (iv) the potential for landsliding increases in areas where grading has been done; and (v) the greatest potential for damage due to landslides would be during a very strong earthquake and under saturated conditions.

The SCVWD's analysis recognized that modification of the canal could be accomplished by various means and the alternatives were evaluated according to the following criteria: (1) reduction or elimination of the District's liability for personal injury; (2) reduction or elimination of the District's liability for property damage; (3) lower capital costs; (4) minimize maintenance costs; and (5) minimize environmental impacts.

All of the alternatives would result in a facility that would be inoperable as a water conveyance facility. The alternatives evaluated by the SCVWD included a range of alternatives from the "do nothing" alternative to a combination of all of the alternatives. They are stated below as follows:

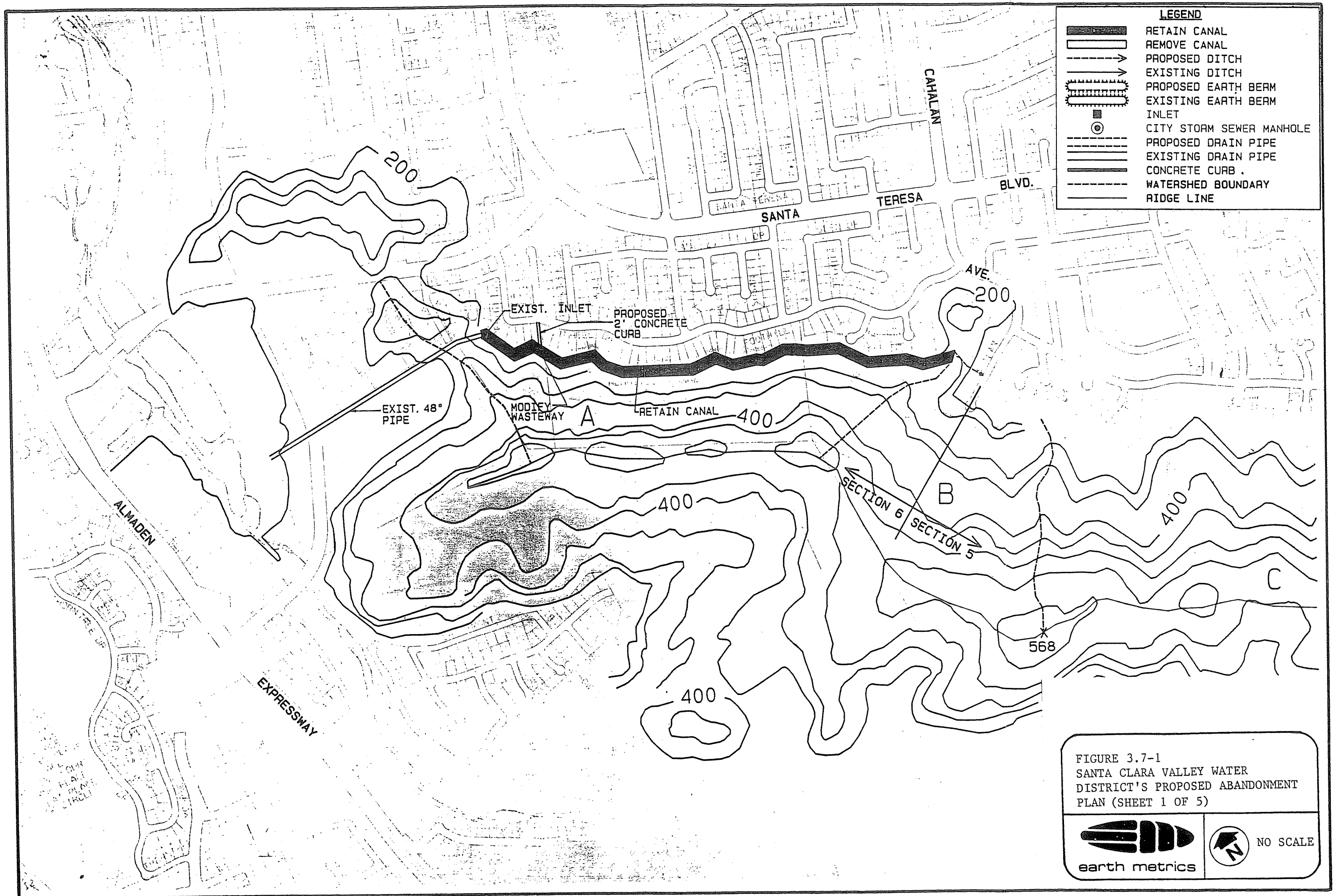
- (1) Do nothing;
- (2) Retain the canal in its present condition but construct additional wasteways to convey storm runoff to the City of San Jose's storm water system;
- (3) Partially fill the canal, construct a drainage ditch designed to direct storm runoff flows to the nearest wasteway. Retain a maintenance road;
- (4) Replace the canal with an underground pipeline with drop inlet structures to convey storm water runoff collected in a small ditch to nearest wasteway;
- (5) Return the hillside to its original contour where local drainage facilities are adequate and protect adjacent homes with earth berms;
- (6) Return the hillside to the original contour where local drainage facilities are adequate and protect adjacent homes with concrete curbs;
- (7) Remove the canal and return the hillside to its original contours; and
- (8) A combination of all of the above alternatives.

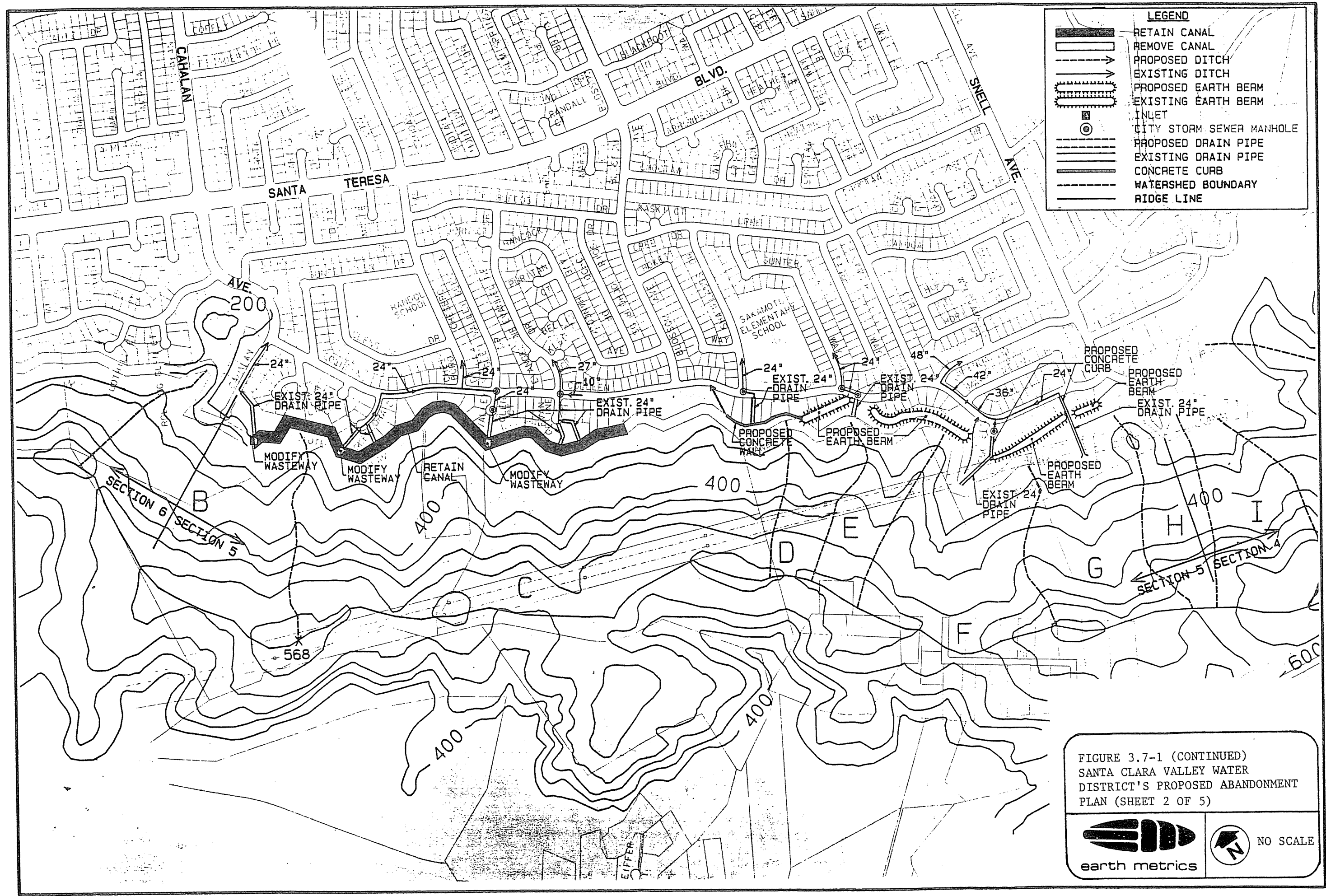
To properly analyze these various alternatives, the SCVWD divided the canal into six sections and 28 drainages. The District's analysis concluded that the recommended alternative would be a combination of several of the alternatives analyzed (see Figure 3.7-1). The proposed project consists of destroying approximately 54 percent of the canal. The remainder would be retained due to the lack of conveyance capacity of the City of San Jose's storm drainage system and of the close proximity of adjacent homes to the canal. The SCVWD estimated the cost of the proposed project to be \$1,340,000 (1988 dollars). The District also estimated that the annual maintenance costs to be \$24,000, in 1983 dollars (Disposition of the Coyote-Alamitos Canal, Santa Clara Valley Water District, 1983). Asked why the District has not yet implemented the proposed project, Ms. Jennie Micko, Senior Civil Engineer with the District's Water Supply Division, indicated that the District is apprehensive about going to the public with the project. For a description of the proposed project, see Appendix B.

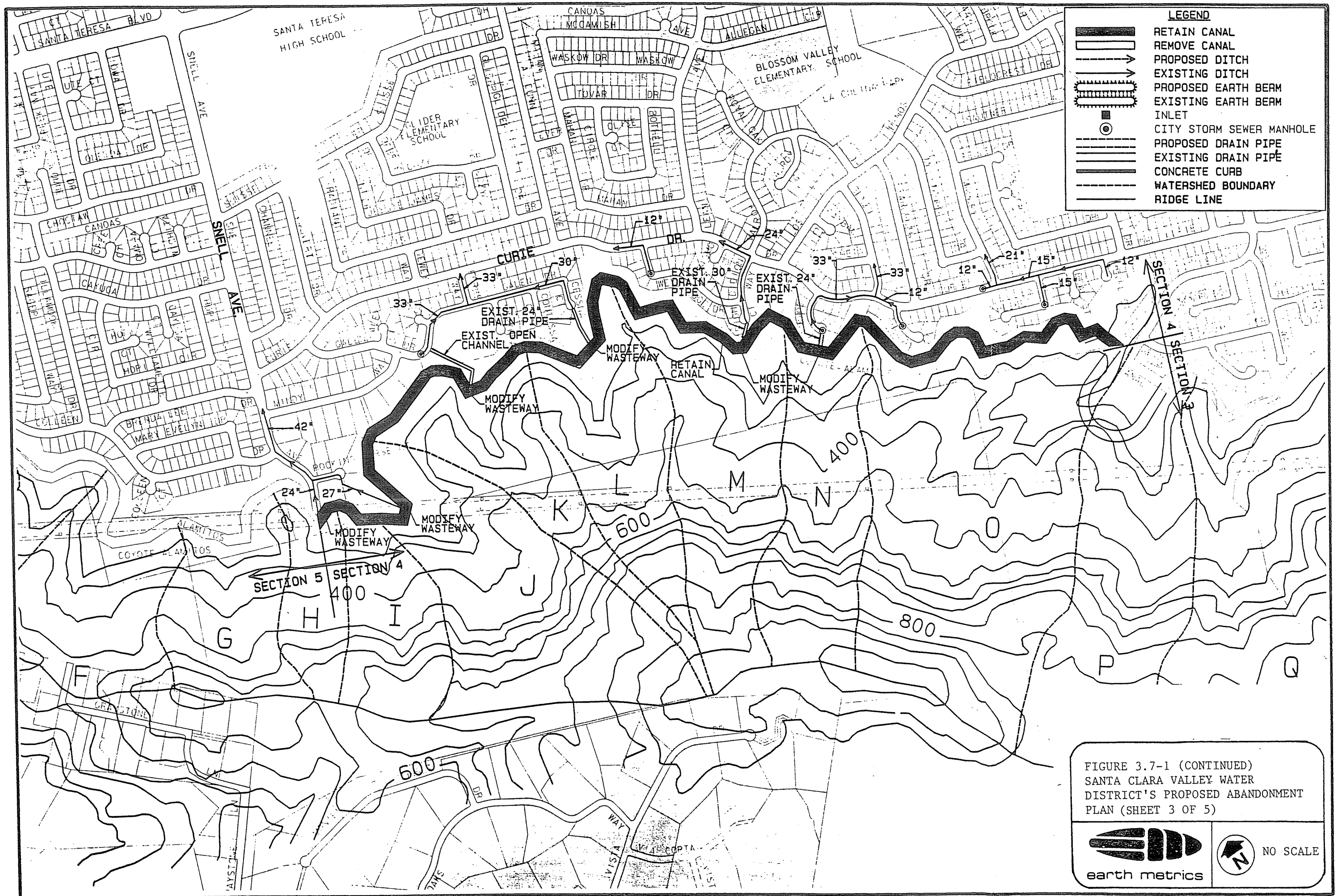
3.8 RESPONSE OF THE CITY OF SAN JOSE'S DEPARTMENT OF PUBLIC WORKS TO THE PROPOSED SCVWD'S ABANDONMENT PLAN

On July 15, 1988, Mr. Kent Dewell, the City of San Jose's Public Works Director, addressed the SCVWD's proposed abandonment plan in a letter to the District's then Water Supply Manager, Mr. David K. Gill. The letter addressed the preliminary conceptual design of the District's proposed abandonment plan. In the letter, Mr. Dewell stated that the (City's) existing drainage system appears to have adequate capacity to handle the proposed canal abandonment except in three cases that were identified in the letter. Mr. Dewell noted that these concerns could be rectified by enlarging the existing storm lines by relocating the points of connection. The letter also stated the City's willingness to work with the District during the design of the project in seeking a mutual satisfactory solution. The letter also requested a number of additional concerns that the District should address (see Appendix C).

Subsequently, the Public Works Director sent an additional letter to the District's new Water Supply Manager, Mr. Lee F. Cournoyer, approving the proposed concept design for the abandonment of the canal, following the City's receipt of the District's response to the July 15, 1989 letter, mentioned above. In the City's letter to Mr. Leo F. Cournoyer, Water Supply Manager of the Santa Clara Valley Water District on November 29, 1988, Mr. D. Kent Dewell, Director, City of San Jose Department of Public Works, stated that the City "hereby approve(s) your proposed conceptual design for the abandonment of the Coyote-Alamitos Canal." The letter also suggested to the District some alternative ways of balancing the quantities of runoff that would flow into the City's drainage system. Copies of both of these letters are contained in Appendix C.







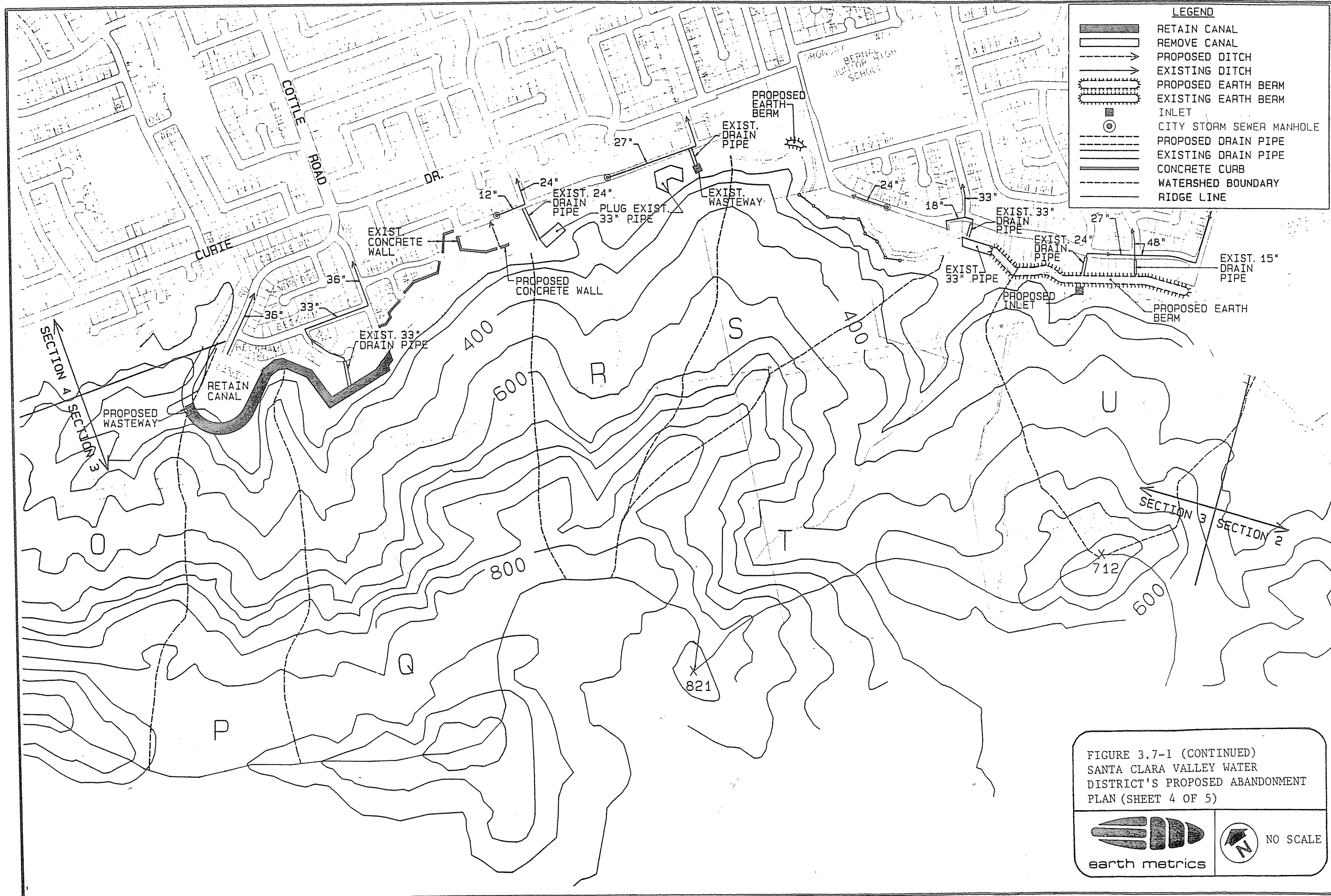
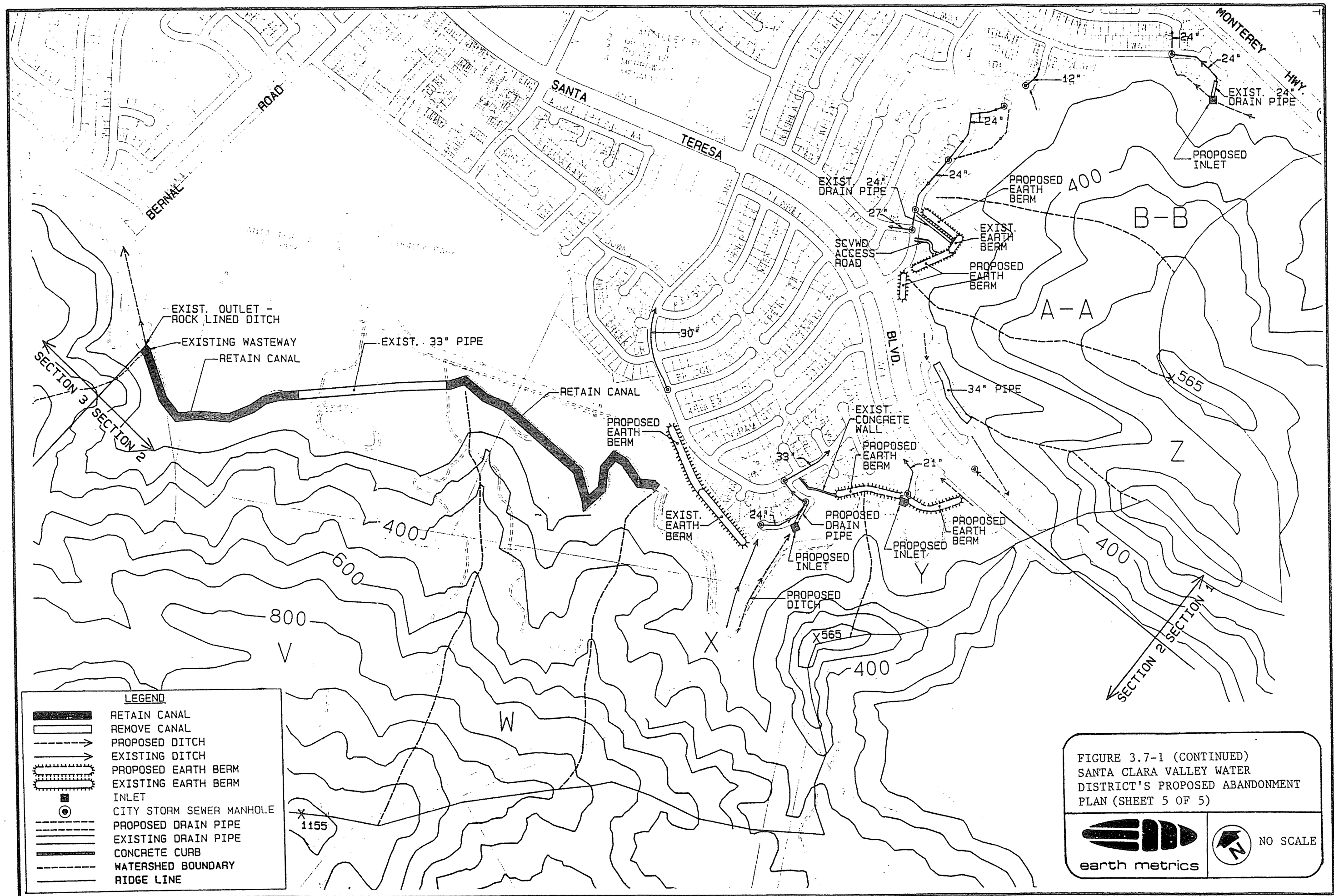


FIGURE 3.7-1 (CONTINUED)
 SANTA CLARA VALLEY WATER
 DISTRICT'S PROPOSED ABANDONMENT
 PLAN (SHEET 4 OF 5)

NO SCALE



4. ISSUES ASSOCIATED WITH THE CITY TAKING OVER RESPONSIBILITY OF THE FACILITY FOR ITS USE AS A RECREATIONAL FACILITY

The following issues have been raised in regard to the City of San Jose taking over responsibility of the canal: (1) liability with regard to personal injury and natural disasters related to the presence of the canal, such as flooding and landslides; (2) privacy and security of the residents who live along the canal's perimeter; and (3) costs associated with acquiring the right to use the facility for recreational purposes.

4.1 LIABILITY ISSUE

Liability of the City of San Jose can be separated into two areas: (1) personal injury as a result of use of the facility itself; and (2) flooding or landslides related to the existence of the canal and right-of-way.

With regard to personal injury related to use of the access road for recreational purposes, it is recommended that the use be restricted to all motorized vehicles (with the exception of wheelchairs) and equestrians. The access road as it presently exists ranges from 10 to 12 feet in width. On one side of the access road is the canal, and the other side is an embankment, created by the access road itself, which is rather steep. While normally bicyclists, joggers, strollers and equestrians could share the same facility, given the proper trail width and terrain to accommodate these different users, the present facility as it exists would likely result in conflicts due to the different user groups competing for a limited amount of space. It is recommended, therefore, that equestrians be restricted from the facility. Motorized vehicles should be restricted due to the adverse noise that would impact the residents adjacent to the facility.

The likelihood of personal injury related to the facility would be lessened if the uses could be separated (i.e., walking/jogging path from the bicycle path). The access road may not have sufficient width to accommodate this, however. It is recommended that an eight foot asphalt surface be laid down to accommodate cyclist and handicapped individuals. A portion of the access road should be left unpaved, however, to accommodate joggers and mountain cyclists. Overall, the facility should allow more safeguards than public roadways, due to the absence of any motorized vehicles and the limited road crossings along the entire length of the right-of-way (see Figure 4.1-1, Plates 1 and 2).

With regard to the City's liability related to any damage caused by the failure of the facility if the City assumed responsibility for the entire right-of-way, the City would be solely responsible. Any natural occurrences such as earthquakes or heavy storms could trigger landslides (along those unstable portions of the facility) with potentially catastrophic consequences. Although Mr. Benjamin Francis, the District's Chief of Risk and Loss, recently stated to the consultants (March, 1989) that other than the previously mentioned overbanking situation, "nothing with any significance has occurred over the last ten years." It is recommended, therefore, that the City refrain from acquiring, in whatever fashion, those portions of the canal that, either have been found to be, or that appear to be unstable and are subject to failure, unless no other alternative connection would exist and the District improves these areas to the City's satisfaction as a part of their abandonment procedures. For a view of a typical cross section of the canal, see Figure 4.1-2.

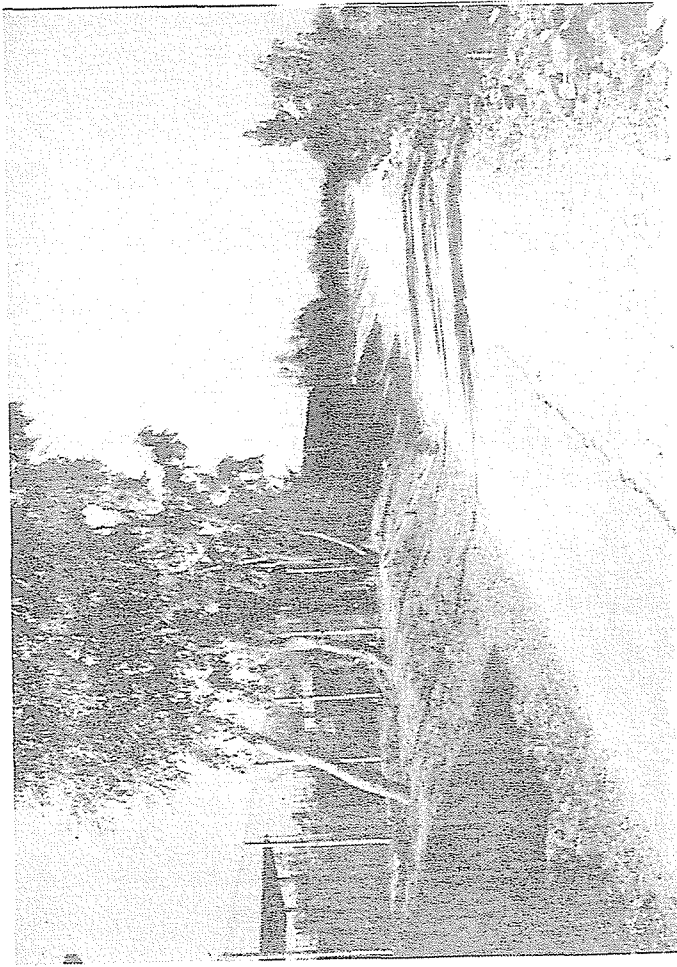


PLATE 1:



PLATE 2:

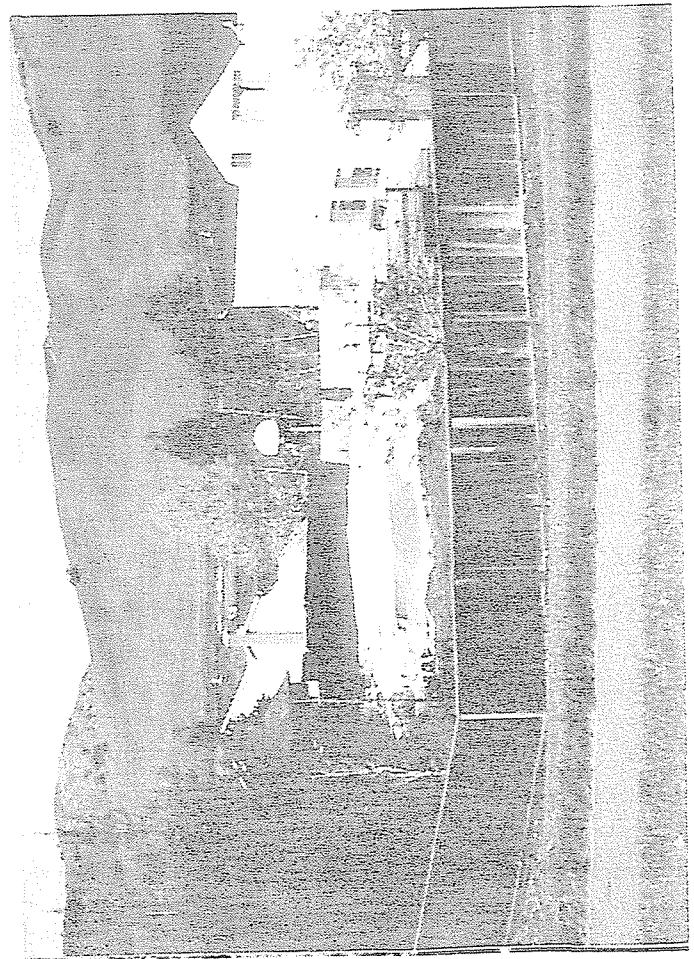


PLATE 3:

PLATE 1: TRAILWAY SHOWING BOTH PAVED AND UNPAVED TREAD.

PLATE 2: ACCESS ROAD USED AS A RECREATIONAL FACILITY
ADJACENT TO A CANAL AND RAILROAD RIGHT-OF-WAY.

PLATE 3: WALKING/BICYCLE TRAIL ADJACENT TO RESIDENCE.

FIGURE 4.1-1 PHOTOGRAPHIC VIEWS OF TRAIL FACILITIES

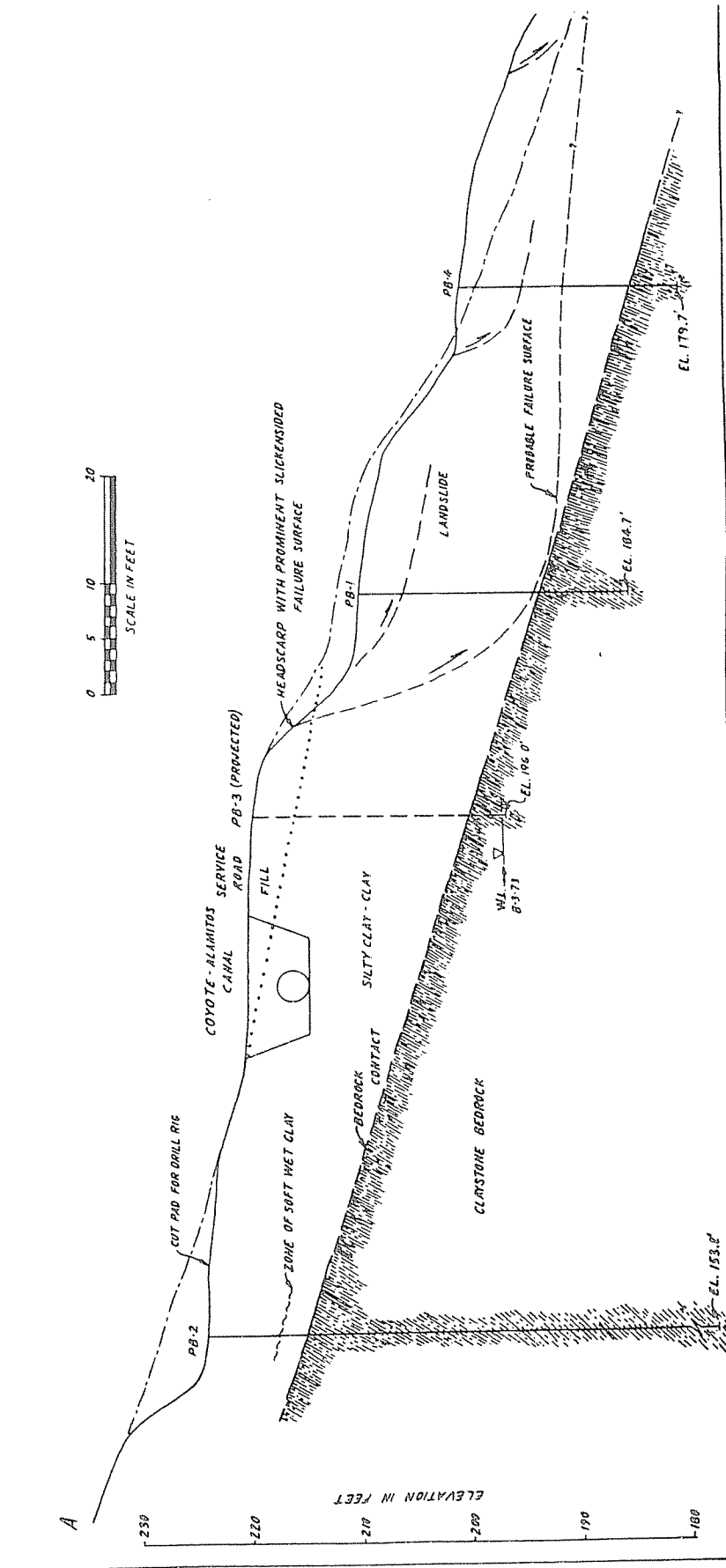
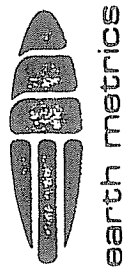


FIGURE 4.1-2 TYPICAL CROSS SECTION OF COYOTE-ALAMITOS CANAL



If the City and the District were, however, to enter into a "joint lease" agreement, the City and the District could indemnify each other against any liability related to the other's use of the facility. However, in discussions with Mr. Leo Cournoyer, the SCVWD's Water Supply Manager, Mr. Cournoyer stated that the SCVWD Board of Directors would not likely enter into such an agreement with the City because such an arrangement would have no benefit to the District. In addition, if a law suit were to surface, for whatever the reason, the District would be involved due to the fact that the District is the "perceived" owner of the facility (Cournoyer, 1989).

4.2 PRIVACY AND SECURITY ISSUES

Privacy and security of the properties adjacent to the canal have been brought up by the residents along the canal at a number of public meetings related to the disposition of the facility. With regard to the security issue, these concerns have been raised due to the actions of a former neighborhood resident who used the Santa Teresa Hills (above the canal, according to a later admission) as a vantage point to observe the comings and goings of fellow neighborhood residents. This particular individual committed a number of burglaries in the neighborhood before finally being apprehended by a neighbor, who also was victimized by this particular individual. It was purported later by a number of residents that the canal access road created an escape route for this and other would-be burglars in the neighborhood. The access road along the bank of the canal should not be looked upon as an escape route for burglars any more than public roads should appear as escape routes for wrongdoers. This particular neighborhood problem was not created by the access road nor by the existence of the Santa Teresa Hills; this particular problem was created by a neighborhood resident, whose activities ceased in the neighborhood when he and his family moved out of the neighborhood.

With regard to those who would trespass across private property to gain access to the canal facility, this would likely be more of a problem at the present time due to the fact that all users of the facility, other than the SCVWD, are trespassing. If the City provides for a trail either within the canal right-of-way or adjacent to the right-of-way, a sufficient number of well identified access points would be provided to the trail that would preclude the need for any trespassing across private property for the purpose of gaining access to the trail facility.

Regarding the privacy issue, the canal access road provides visual access to the majority of properties that lie adjacent to the canal, and the residents who live along the canal have visual access to the canal's access road. While some residents would desire additional visual screening between their homes and the facility, others may have acceptance and confidence in the facility as a recreational trail, and may not perceive the viewing of users of the facility as a negative consequence of living adjacent to the facility (see Figure 4.1-1, Plate 3). Others may prefer some sort of screening on their property or visual screening on the canal right-of-way itself. Such visual screening as vegetation (trees or bushes) would also serve to inhibit erosion along the downhill portion of the facility. These critical areas where this would be desired could be identified during the environmental review process, if the project goes forward.

4.3 COSTS ASSOCIATED WITH ACQUIRING RIGHTS TO THE CANAL RIGHT-OF-WAY

Between Almaden Park and Santa Teresa Park, the Coyote-Alamitos Canal bisects fifteen properties whose titles are held by seven separate parties (see Figure 4.3-1). A number of possibilities exist for acquiring use of the right-of-way, assuming the preferred method as outlined above fails. They will be briefly mentioned here, and include: (1) the City and the SCVWD could enter into a "joint use" lease agreement for joint use of the facility; (2) the City could purchase an easement from the seven landowners for use of the access road for the dual purpose of maintaining the canal as a drainage facility and also for use as a recreational bicycle/strolling/jogging facility (the price would be negotiated with each landowner in a similar fashion as other right-of-ways are acquired for such purposes as transmission line corridors and highways); (3) the City could purchase the land from the individual landowners at a price based on fair market value as established by an MAI appraiser; and (4) eminent domain. This last possibility could be used in the event one (or more) landowner(s) impeded the acquisition of the facility, at the detriment of the public at large.

4.4 ASSESSED VALUE OF THE LAND ACROSS WHICH LIES THE COYOTE-ALAMITOS CANAL, BETWEEN ALMADEN PARK AND SANTA TERESA BOULEVARD

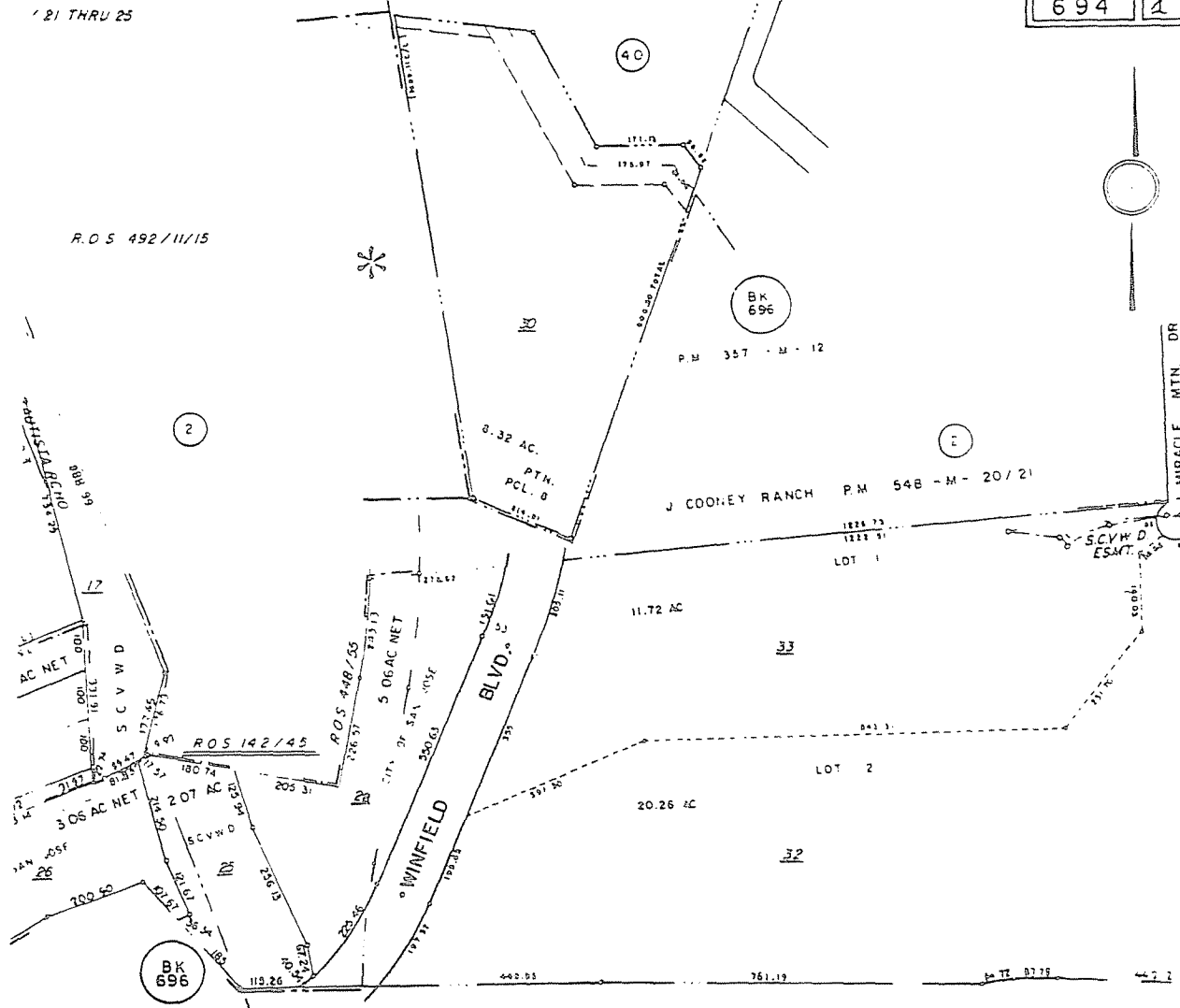
A review of the 1988/89 assessed values for those parcels located between the Almaden Park and Santa Teresa Boulevard that are bisected by the Coyote-Alamitos Canal are listed below. The assessed values are shown for land only. It should be noted by the reader, that the majority of the assessed values identified here do not reflect current market values. According to recent transactions by the Santa Clara Valley Water District, land sales in the Santa Teresa Hills range from \$15,000 to \$25,000 an acre.

| <u>PARCEL #</u> | <u>TOTAL ACRES</u> | <u>88-89 ASSESSED VALUE</u> | <u>\$ PER ACRE</u> |
|-----------------|--------------------|-----------------------------|--------------------|
| 696-02-001 | 27.43 | 771,094 | 28,111 |
| 696-03-001 | 28.64 | 1,562 | 55 |
| 696-04-003 | 89.70 | 4,897 | 55 |
| 696-05-001 | 86.41 | 4,713 | 55 |
| 696-06-005 | 2.14 | 18,628 | 8,704 |
| 696-07-017 | 47.12 | 186,261 | 3,952 |
| 696-07-007 | 34.80 | 36,085 | 1,036 |
| 696-07-009 | 4.66 | 4,441 | 953 |
| 696-07-010 | 103.75 | 123,760 | 1,192 |
| 689-62-002 | 7.76 | 6,996 | 901 |
| 689-34-011 | 41.07 | 48,035 | 1,169 |
| 689-34-021 | 155.17 | 156,054 | 1,005 |
| 708-21-004 | 12.42 | 88,642 | 7,137 |

According to information contained in the Santa Clara Valley Water District's report entitled Future Role of Coyote-Alamitos Canal, July 1983, approximately 120 acres are contained within the right-of-way of the entire length of the Coyote-Alamitos Canal. Of this total, 39.6 acres are held in fee simple ownership by the District and 80.1 acres are held in easements (see Figure 4.3-2). According to the information presented above, an approximation of the market value for the 119.7 acres contained within the entire corridor then would be approximately \$2,400,000 (119.7 (acres) x \$20,000 (1989 dollars)).

' 21 THRU 25

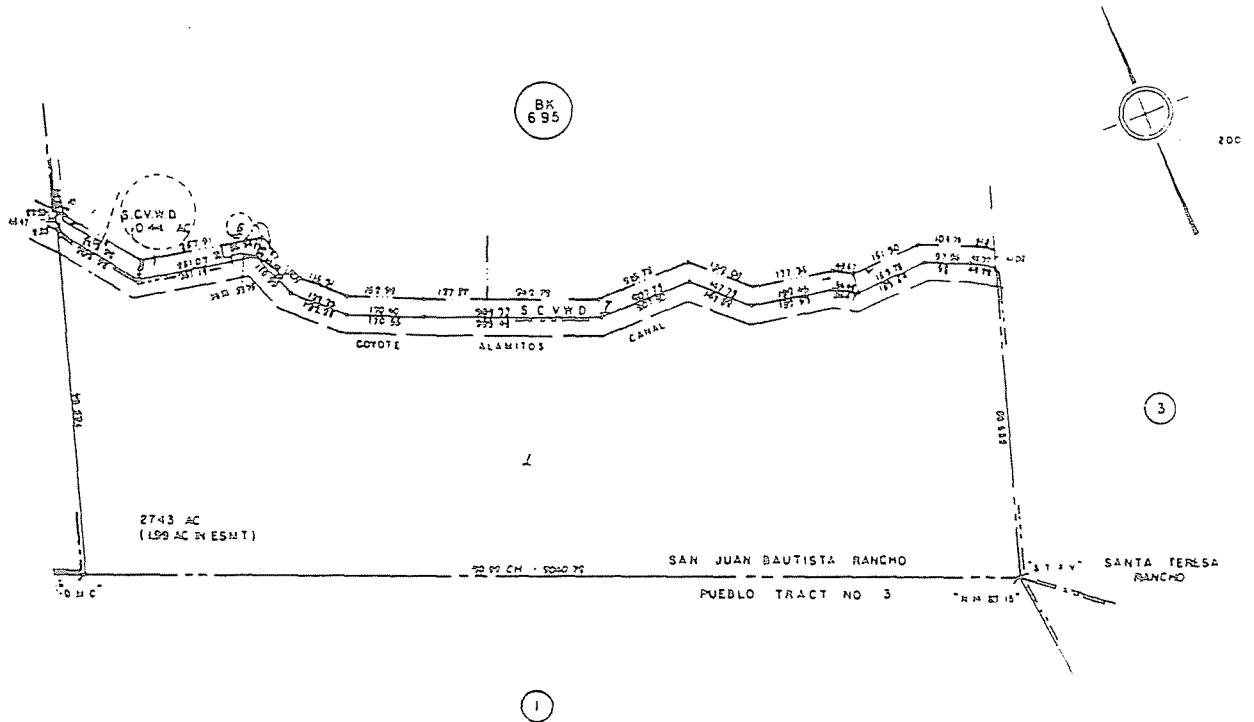
| | |
|---------|---|
| В С С К | Р |
| 6 9 4 | 1 |



COMPILED IN CONFORMANCE WITH THE EIT
OF THE REVENUE & TARIFF CODE
EFFECTIVE DATE 1980-1-1-1981
ALFRED E CARLSON - ASSESSOR
A-2



FIGURE 4.3-1 ASSESSOR PARCEL MAPS
SHOWING RIGHT-OF-WAY OF
COYOTE-ALAMITOS CANAL
(SHEET 1 OF 11)



COMPILED BY ALFRED E. CARLSON FOR THE OFFICE OF THE COUNTY ASSESSOR
 OFFICE OF THE COUNTY ASSESSOR
 ALFRED E. CARLSON - ASSESSOR

696-02-001 ROBERT D & YVONNE ET AL 98034
 *SANCHEZ, FILIPPO VINCENT AND DOMINA
 1314 LINCOLN AV
 SAN JOSE CA 95125

93 -AGR-PASTURE
 560 -PASTURE RANGE

\$70,000
 GRD 04-87 \$771.0941V
 80275-14
 07-77
 77-5720134

* MORTGAGE INFORMATION
 \$70,000
 WILLOW GLEN (RIG CO)

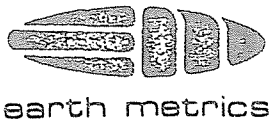
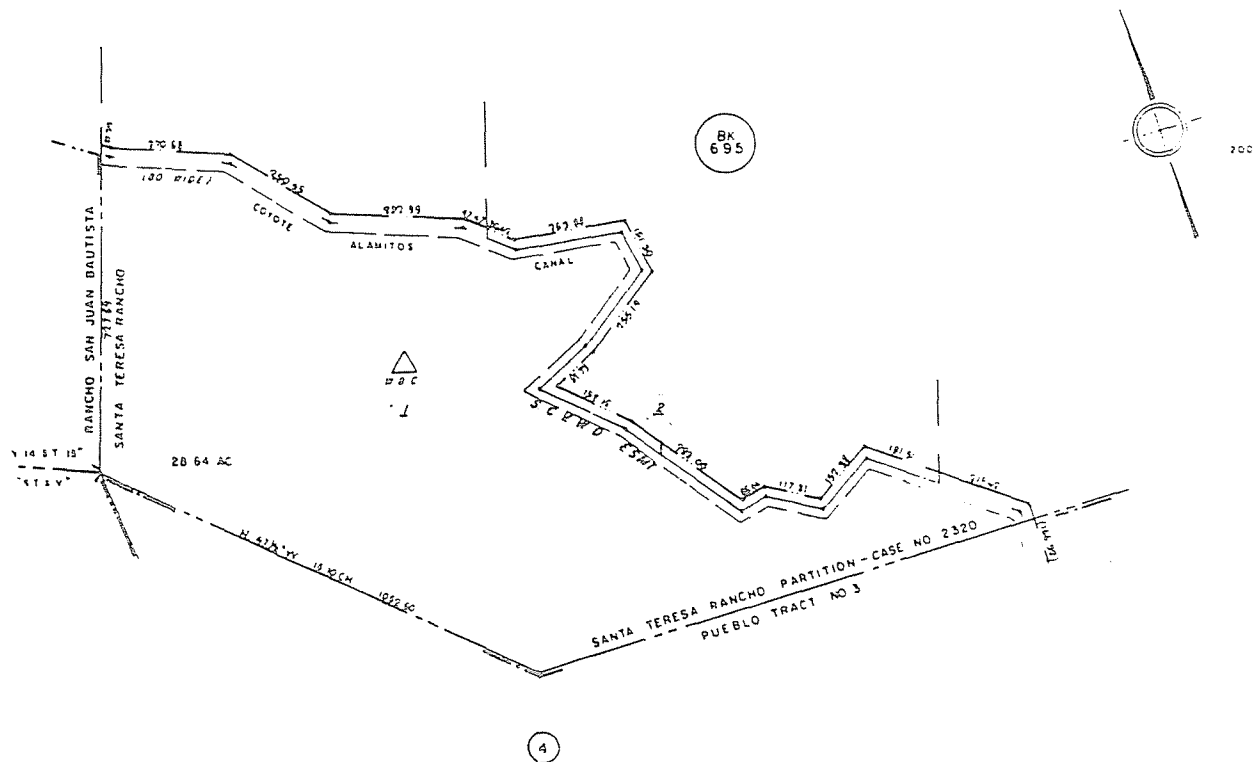


FIGURE 4.3-1 (CONTINUED) SHEET 2 OF 11



THIS IS A REPRODUCTION OF THE ORIGINAL SURVEY MAP OF THE SANTA TERESA RANCHO PARTITION - CASE NO 2320, PREPARED BY CARLSON & ASSOCIATES, INC. IN 1975.

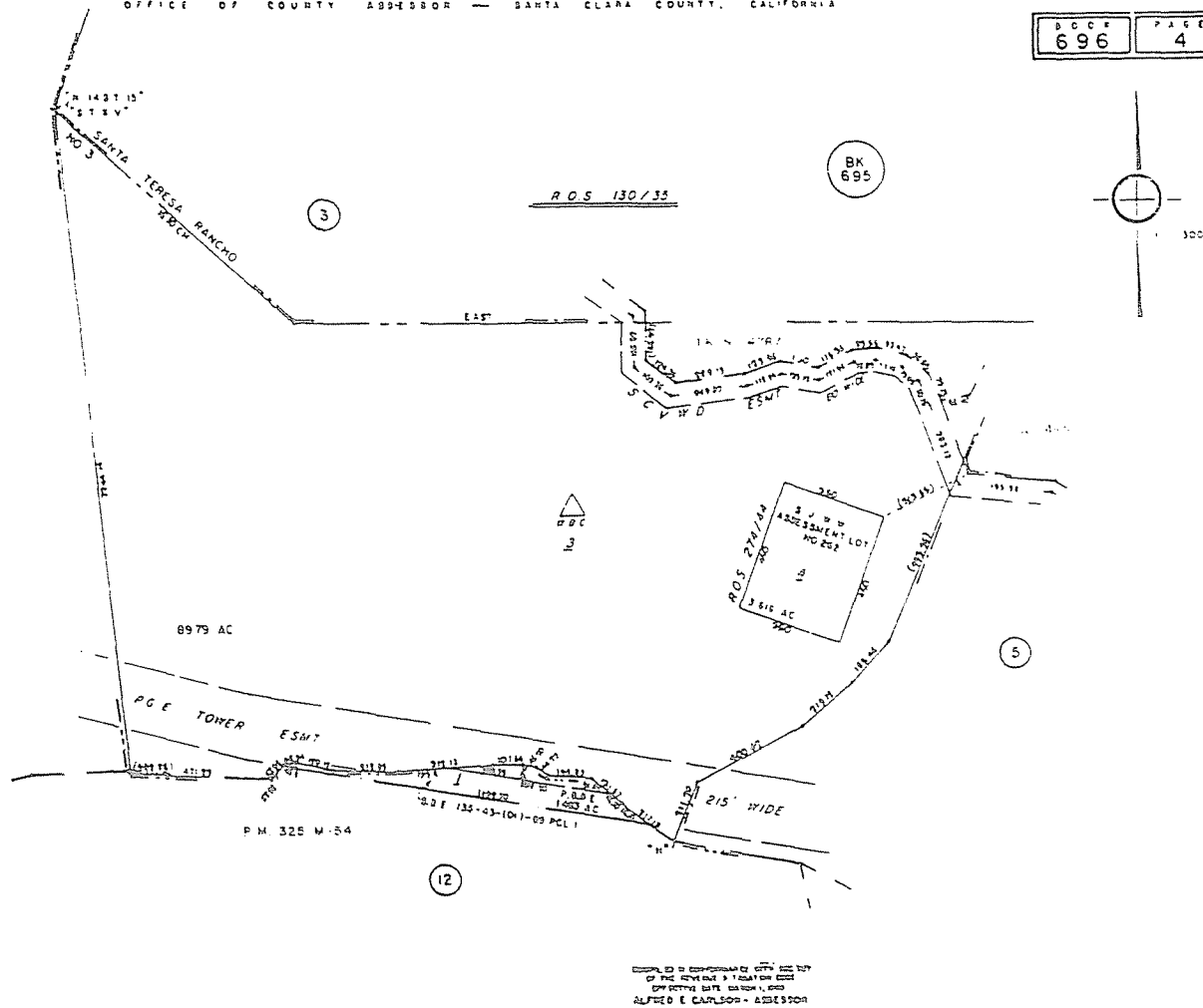
696-03-001 40323
*KUNDE ARMAND & JOAN ET AL
MCDONALD RICHARD V AND LOIS L
PO BOX 610190
SAN JOSE CA 95161

93 -AGR-PASTURE
\$60 -PASTURE RANGE

06-75 \$1,562TV
75-5037417 \$1,562LV



FIGURE 4.3-1 (CONTINUED) SHEET 3 OF 11



COMPILED BY: ALFRED E. CARLSON
 OF THE OFFICE OF THE COUNTY ASSESSOR
 DATE: 10/1/00
 ALFRED E. CARLSON - ASSESSOR

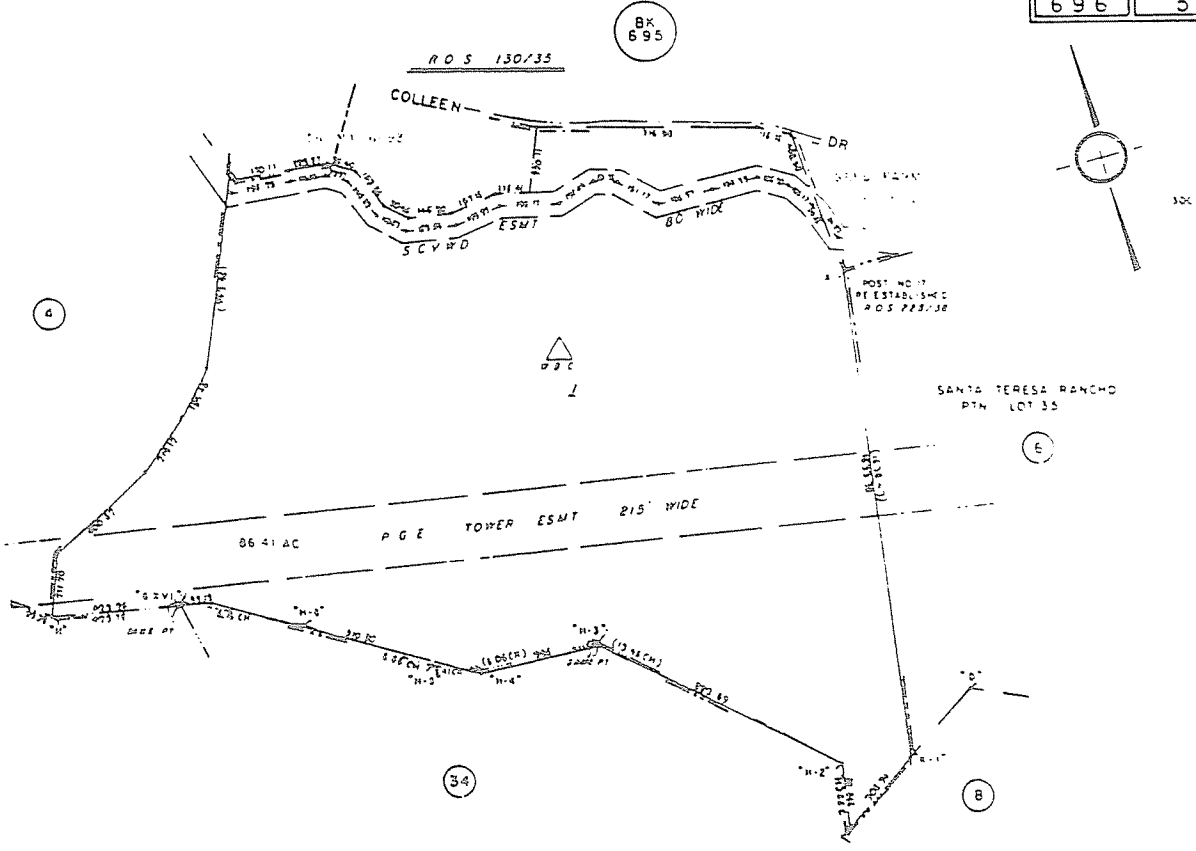
696-04-003 40413
 KUNDE ARMAND & JOAN ET AL
 McDONALD RICHARD V AND LOIS L
 PO BOX 610190
 SAN JOSE CA 95161

93 -AGR-PASTURE
 560 -PASTURE RANGE

06-75 \$4,897.14
 75-5037417 \$4,897.14



FIGURE 4.3-1 (CONTINUED) SHEET 4 OF 11



CONDUCTED BY COMMISSIONER OF STATE LANDS
ON THE EVENING OF 11 JANUARY 1960
BY FORTIS BATE, CLARENCE J. DODD
ALFRED E. CAPLON - ASSISTANT

| | | | | | |
|-------------------------------|-------|-----|----------------|------------|----------|
| 696-05-001 | 40794 | 93 | -AGR-PASTURE | 06-75 | 84.7131V |
| KUNDE ARMAND & JOAN ET AL | | 560 | -PASTURE RANGE | 75-5037417 | 84.7131V |
| MCDONALD RICHARD V AND LOIS L | | | | | |
| PO BOX 610190 | | | | | |
| SAN JOSE CA 95161 | | | | | |

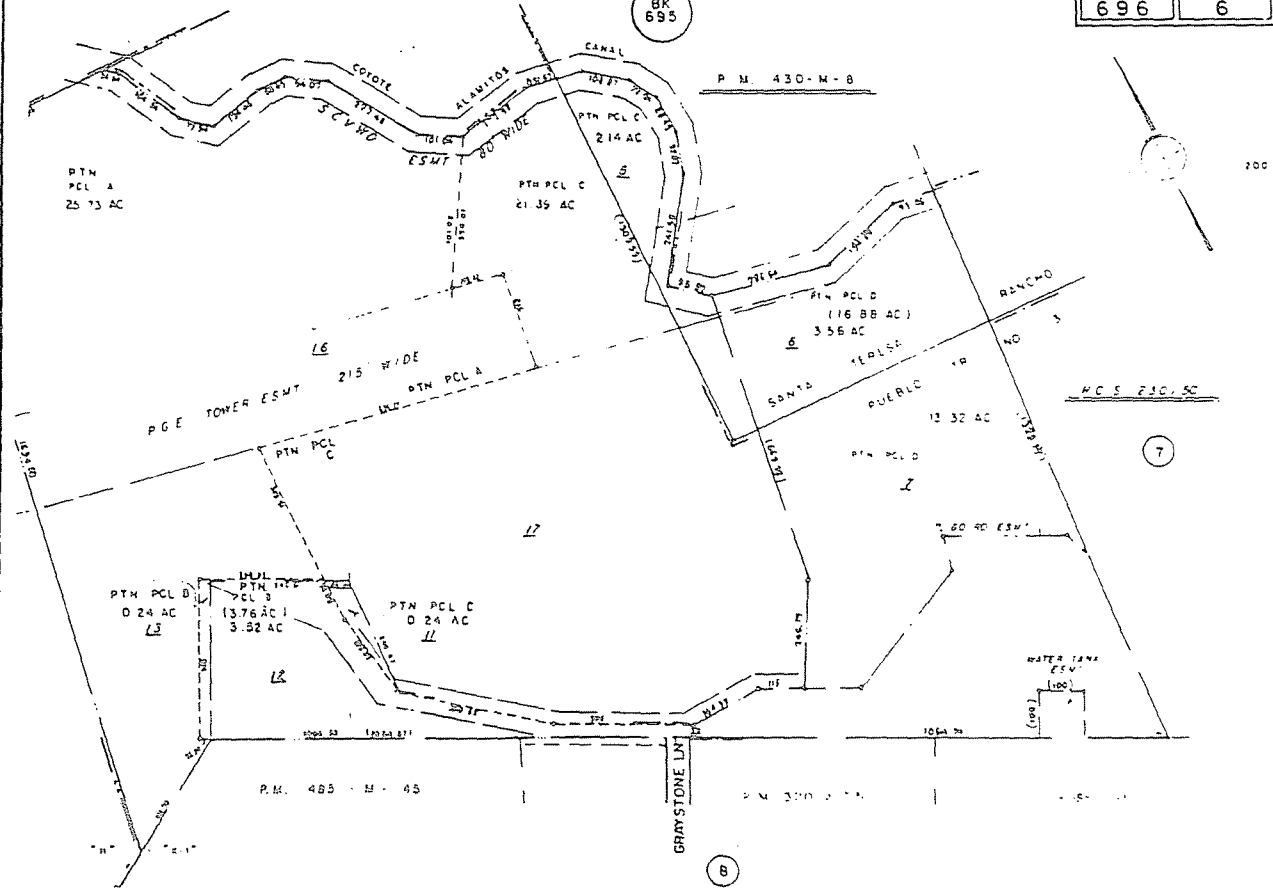


FIGURE 4.3-1 (CONTINUED) SHEET 5 OF 11

BK
695

BOOK
696

PAGE
6



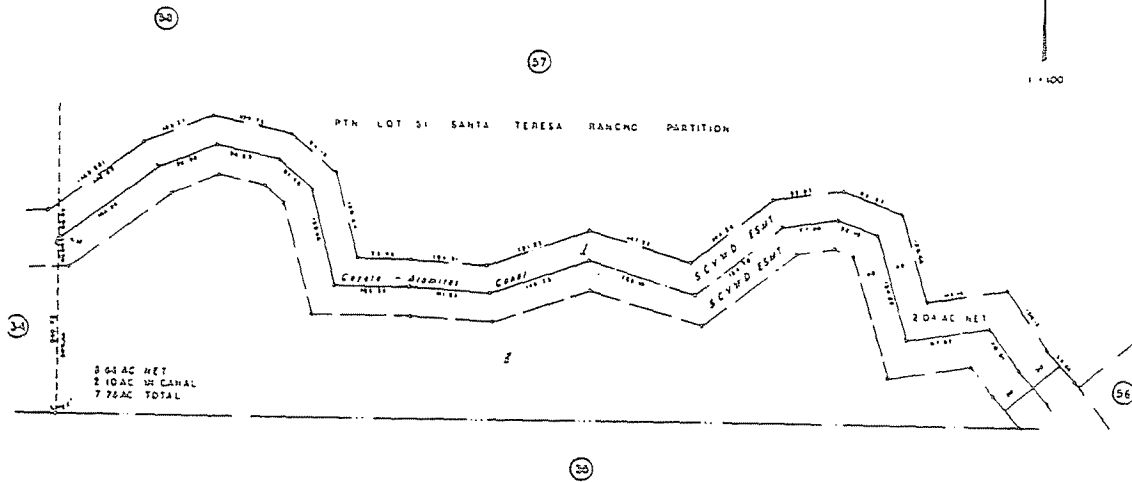
ALFRED E. CARLSON - ASSESSOR

| | | | | | | | |
|--|-------|---------------|---|-----------|---|--|--|
| 696-06-005 JONASSON AXEL E 1131 CARLA DR SAN JOSE CA 95120 | 91003 | #408-268-7266 | 2 | 93 560 | -AGR-PASTURE -PASTURE RANGE | \$182,000 11-80 80-6896888 MORTGAGE INFORMATION - ASH WIEBE DANIEL \$172,000 | \$18,628.1V \$18,628.1V |
| 696-06-006 CHATOFF WAYNE PO BOX 53008 SAN JOSE CA 95153 *19885 GRAYSTONE LN SAN JOSE | 91003 | | | 93 560 | -AGR-PASTURE -PASTURE RANGE LIVING SOFT-3.360 TRBLT-1982 BATHS- 3.5 STORT-1.0 EXEMPTION-HOMEOWNERS | 12-87 87-9545977 11-86 86-9033581 | \$340,000.1V \$110,000.1V \$230,000.1V |
| 696-06-017 JONASSON AXEL E 1131 CARLA DR SAN JOSE CA 95120 | 91001 | #408-268-7266 | 2 | 93 560 | -AGR-PASTURE -PASTURE RANGE | 11-80 80-6896888 | \$186,261.1V \$186,261.1V |



FIGURE 4.3-1 (CONTINUE) SHEET 6 OF 11

689 62



THIS IS A REPRODUCTION OF THE ORIGINAL SURVEY MAP AS FILED IN THE OFFICE OF THE COUNTY ASSESSOR, SANTA CLARA COUNTY, CALIFORNIA.

| | | | | | | | |
|-----------------------------------|-------|---------------|----|-----|---------------|------------|-----------|
| 689-62-002 | 91003 | 8408-268-3151 | 10 | 69 | -VACANT URBAN | 07-87 | \$6.9961V |
| HUNTER RICHARD A & MARGARET ET AL | | | | 200 | -COMMERCIAL | 87-9352117 | \$6.9961V |
| 8704 LOOKOUT BEND | | | | | | 08-85 | |
| SAN JOSE CA 95126 | | | | | | 85-8485307 | |
| | | | | | | | |

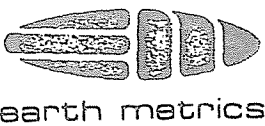
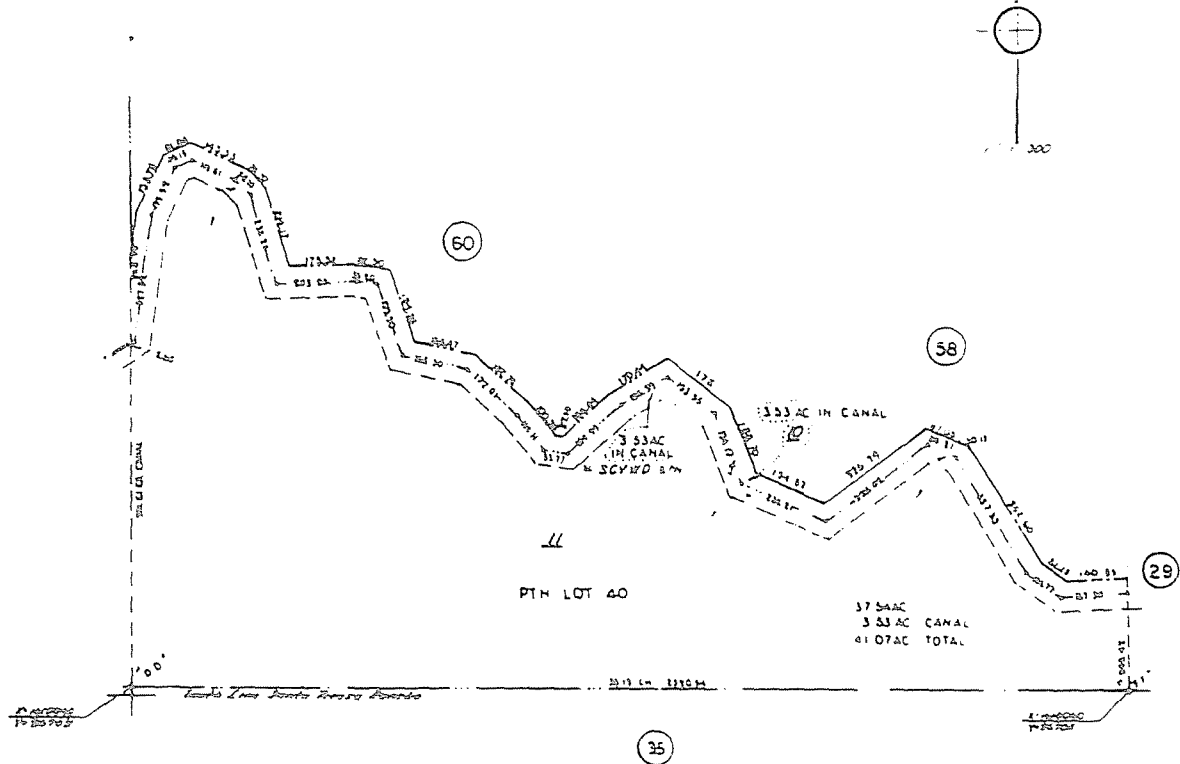


FIGURE 4.3-1 (CONTINUED) SHEET 8 OF 11

SANTA TERESA RANCHO PARTITION

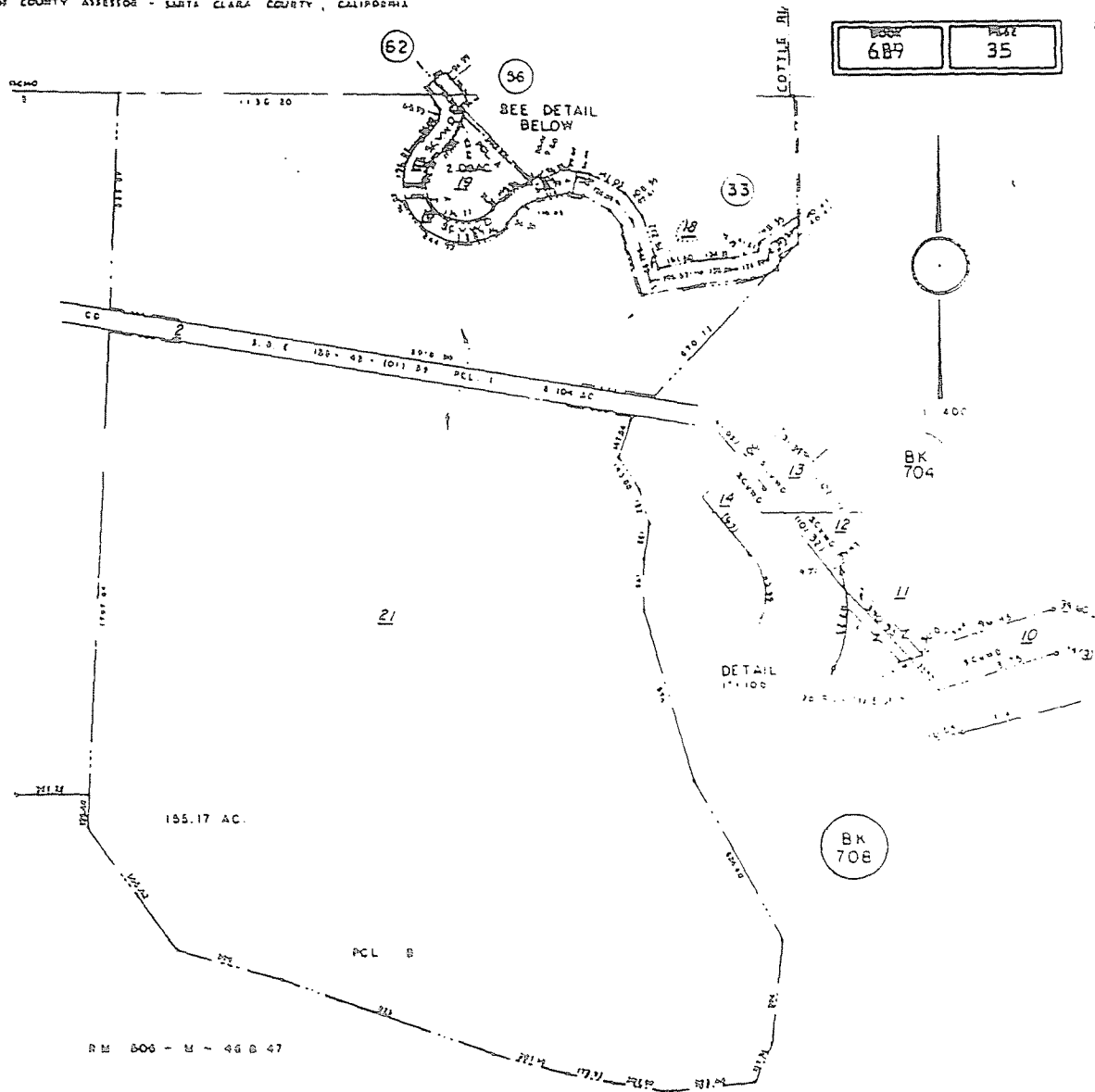


| | | | | | | | |
|---------------------------------|-------|---------------|-----|-----|----------------|------------|------------|
| 689-34-011 | 91003 | #408-268-3151 | 10- | 93 | -AGR-PASTURE | 07-87 | \$48,035LV |
| *HUNTER RICHARD A & NAN G ET AL | | | | 560 | -PASTURE RANGE | 87-9354117 | \$48,035LV |
| SLACK A R | | | | | 37.540-ACRES | 08-85 | |
| 6709 LOOKOUT BEND | | | | | | 85-8485307 | |
| SAN JOSE CA 95120 | | | | | | | |
| 689-35-011 | 40794 | #408-268-3151 | 10- | 95 | -RESERVOIR | 08-85 | \$237LV |
| *HUNTER RICHARD A & NAN G ET AL | | | | 880 | -UTILITIES | 85-8485307 | \$237LV |
| LEATHERMAN CANDY L | | | | | | | |
| 6709 LOOKOUT BEND | | | | | | | |
| SAN JOSE CA 95120 | | | | | | | |



FIGURE 4.3-1 (CONTINUED) SHEET 9 OF 11

OF COUNTY ASSESSOR - SANTA CLARA COUNTY, CALIFORNIA



| | | | | | | | |
|--------------------------------|-------|---------------|-----|-----|----------------|------------|--------------|
| 689-35-021 | 91001 | 0408-268-3151 | 10* | 93 | -AGR-PASTURE | 07-87 | \$157,200.1V |
| HUNTER RICHARD A & NAN G ET AL | | | | 560 | -PASTURE RANGE | 87-9354117 | \$156,054.1V |
| SLACK A R | | | | | | 08-85 | \$1,146.1V |
| 6709 LOOKOUT BEND | | | | | | 65-8485307 | |
| SAN JOSE CA 95120 | | | | | | | |
| BECKHAM DR SAN JOSE | | | | | | | |

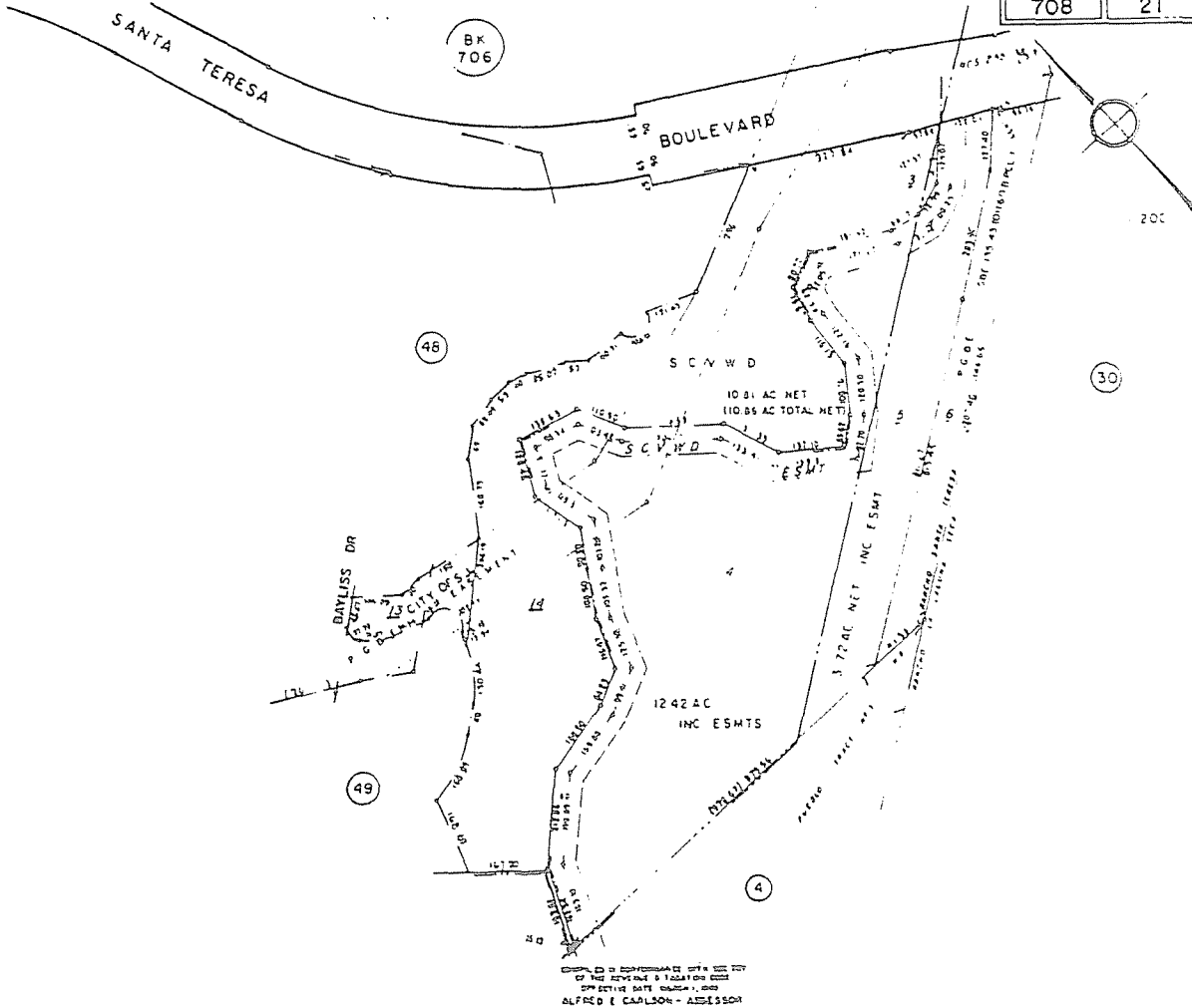


earth metrics



SCALE

FIGURE 4.3-1 (CONTINUED) SHEET 10 OF 11



708-21-004
EDWARDS DAVID L TRUSTEE
245 KALANA AV
MORGAN HILL CA 95037

40760

69
200

-VACANT URBAN
-COMMERCIAL
12.420-ACRES

\$1,000P
07-79
79-6441562

\$88.6421V
\$88.6421V



earth metrics



SCALE

FIGURE 4.3-1 (CONTINUED) SHEET 11 OF 11

COYOTE-ALAMITOS CANAL RIGHTS OF WAY

| File No. | Grantor | Title | Date | Book | Page | Acres |
|----------|--|-------|----------|------|------|--------|
| 9247-01 | Anderson, C., et ux. | EO | 11/05/53 | 2754 | 471 | 0.556 |
| 02 | Angular, Joe, et ux. | EP | 11/28/56 | 3670 | 557 | 12.029 |
| 03 | Bonetti, James, et ux. | EP | 02/03/56 | 3405 | 583 | 1.720 |
| 04 | Bowen, Louise C. | EP | 10/16/56 | 4202 | 477 | 3.130 |
| 04.01 | Lawton, George H., et ux. | EX | 09/15/75 | B611 | 450 | 0.080 |
| 04.02 | New Era Industries, Inc. | EX | 11/15/78 | E056 | 504 | 1.818 |
| 04.03 | Ponderosa Homes | EX | 04/01/80 | F240 | 380 | 0.319 |
| 06 | New Era Industries, Inc. | EM | 08/15/78 | D888 | 137 | 0.481 |
| 07 | Fitzgerald, Thomas J. | EP | 11/10/54 | 3008 | 542 | 5.410 |
| 08 | Friesen, Ed, et ux. | EP | 01/03/56 | 3378 | 189 | 15.080 |
| 08.01 | Canoas Valley Properties | EX | 12/15/78 | E167 | 102 | 14.156 |
| 09 | Gomes, Manuel M., et ux. | EP | 01/15/54 | 2754 | 619 | 1.860 |
| 10 | Goodrich, Lorens L. | EP | 11/19/57 | 3940 | 304 | 7.050 |
| 11 | Gross, E. B. Trust | EP | 08/16/62 | 5688 | 13 | 16.100 |
| 12 | Joice, Alora P. | EP | 08/15/58 | 4150 | 361 | 3.610 |
| 12.01 | Joice, Patricia | EX | 07/21/81 | G226 | 608 | 0.448 |
| 13.01 | Piazza Properties Ltd. | EX | 11/15/78 | E098 | 516 | 4.040 |
| 14 | Kay Bldg. Co. | EO | 09/08/77 | D128 | 556 | 0.030 |
| 14 | Kay Bldg. Co. | FO | 09/08/77 | D128 | 556 | 0.142 |
| 15 | Shea, J. F. Co., Inc. | FM | 06/30/78 | D783 | 137 | 10.862 |
| 16 | Joice, Alora P. | EP | 08/15/58 | 4150 | 332 | 2.630 |
| 17 | Johnson, Mary E., et vir. | EP | 08/21/53 | 2707 | 359 | 1.240 |
| 18 | County of Santa Clara (Formerly Martin) | EP | 07/17/62 | 5648 | 595 | 3.600 |
| 9247-19 | Medeiros, Anthony F., et ux. | EP | 02/23/54 | 2819 | 272 | 3.990 |
| 20 | Kay Bldg. Co. | FE | 09/22/78 | D970 | 402 | 2.657 |
| 20.01 | White Star Investment Co. | FX | 07/09/81 | G204 | 248 | 0.444 |
| 21 | O'Connell, M. J., et ux. | EP | 02/13/58 | 4004 | 595 | 6.110 |
| 21.01 | Hunter, Richard A., et ux. | EX | 01/25/78 | D477 | 470 | 0.810 |
| 23 | A. E. Realty Partners | FO | 09/12/78 | D944 | 370 | 6.073 |
| 24 | Ramelli, Dora, et al. | EP | 05/02/61 | S154 | 422 | 0.093 |
| 25 | Kaiser-Aetna | EE | 12/15/78 | E167 | 120 | 1.824 |
| 26 | Tager, Robert C., et ux. | FO | 10/20/78 | E040 | 683 | 1.111 |
| 27 | Valley Christian Schools | EM | 08/15/78 | D888 | 141 | 1.946 |
| 29 | Verissimo, Joseph, et ux. | EP | 08/21/53 | 2707 | 394 | 1.580 |
| 30 | Ponderosa Homes | EE | 04/01/80 | F240 | 388 | 0.022 |
| 31 | Valley Christian Schools | EO | 09/08/80 | F567 | 437 | 0.079 |
| 32 | Mt. Pleasant Dev. Co., Inc. | FO | 07/21/81 | G226 | 614 | 4.184 |
| 32.01 | P.T.&T. | EX | 02/01/82 | G582 | 396 | 0.048 |
| 33 | Wong, Lok Keu, et al. | EO | 07/09/81 | G204 | 252 | 0.468 |
| 33 | Wong, Lok Keu, et al. | FO | 07/09/81 | G204 | 252 | 8.276 |
| 39 | Larwin-No. Calif., Inc. | FO | 03/29/71 | 9270 | 398 | 0.695 |
| 40 | Larwin-No. Calif., Inc. | FO | 11/10/71 | 9584 | 722 | 0.057 |
| 41 | Exmoor Land Co. | FO | 05/11/73 | 0361 | 77 | 1.580 |
| 41.01 | Miller, Richard E., et ux. | EX | 09/25/78 | D973 | 569 | 0.014 |
| 42 | Kaiser-Aetna, et al. | EF | 12/15/78 | E167 | 114 | 5.286 |
| 43 | Murfin, Frank R., et ux. | FO | 12/29/75 | B794 | 238 | 0.076 |
| 44 | Parker, Dorothy I. | EP | 06/07/74 | 0934 | 185 | 0.023 |
| 9247-46 | Lawyers T.I. Corp (Arcadian) | FP | 04/16/76 | B975 | 103 | 1.928 |
| 46.01 | Chrusciel, Gerald T., et ux. | FX | 10/20/78 | E040 | 693 | 0.007 |
| 47 | Hunter, Richard A., et ux. | FO | 06/18/75 | R465 | 262 | 2.162 |
| 48 | Wiebe, Betty | EF | 12/15/78 | E167 | 117 | 1.089 |
| 49 | Friesen, Ed, et ux. | EE | 12/15/78 | E167 | 122 | 3.944 |
| 52 | Lawton, George H., et ux. | EP | 09/15/75 | B611 | 454 | 0.080 |
| 53 | Kay Bldg. Co. | EO | 09/17/75 | R616 | 329 | 0.098 |
| 56 | Shea, J. F. Co., Inc. | EO | 02/09/76 | R859 | 640 | 0.051 |

Right of Way Totals

| Title | Acres | Title | Acres |
|------------------------------|---------------|---------------------------------------|---------------|
| EP- Fee Purchase | 1.928 | EP- Easement Purchased | 85.736 |
| EO- Fee-Ordinance Dedication | 24.586 | EO- Easement-Ordinance Dedication | 1.688 |
| FN- Fee-Voluntary Dedication | 10.862 | FN- Easement-Miscellaneous Dedication | 2.429 |
| FE- Fee Exchange | 2.657 | EE- Easement Exchange | 12.165 |
| FX- Fee Deed Out (less) | 0.451 | FX- Easement Deeded Out (less) | 21.894 |
| TOTAL ALL FEE | 39.592 | TOTAL ALL EASEMENT | 80.122 |

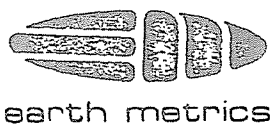


FIGURE 4.3-2 COYOTE-ALAMITOS CANAL
RIGHT-OF-WAY HELD IN FEE
AND IN EASEMENT

5. COSTS OF ACQUIRING, CONSTRUCTING AND MAINTAINING AN IMPROVED
BICYCLE/ PEDESTRIAN/JOGGING FACILITY FROM ALMADEN PARK TO THE
COYOTE CREEK PARK CHAIN

The costs of acquiring, constructing and maintaining an improved trail from Almaden Park to the Coyote Creek Park Chain would depend on a number of variables too numerous to provide a detailed accounting of the potential costs involved, therefore, they have not yet been determined. These costs will be developed by the City of San Jose following a review of the issues as addressed in this report.

To determine the total costs associated with the acquisition, construction and maintenance of a trail facility between the Almaden Park and the Coyote Creek Park Chain, the San Jose's Parks and Recreation Department must weigh the costs of acquiring and improving all or portions of the existing access road along the canal facility against the costs of acquiring and improving all or portions of a trail apart from the access road along the canal. They then must balance the "cheaper" front end costs associated with using portions of the access road adjacent to the canal facility with the higher costs of constructing a new trail off of the canal right-of-way. Tempering these lower costs of using the existing access road as a trail, however, is the potential liability the City would assume in the event of the failure of the canal facility, if the District would relinquish total responsibility, following their abandonment plans.

With regard to the cost of maintenance of the entire canal facility following the abandonment improvements, Mr. Larry Benson, Principal Engineer with the City of San Jose Public Works Department, recently stated that the City's Neighborhood Maintenance Service has not yet put a cost figure on the City assuming this responsibility. The SCVWD's position is that maintenance costs on an annual basis should amount to \$24,000 after the abandonment plan is implemented and the project is completed. They have also estimated that the maintenance costs with the "do nothing" alternative would amount to annual costs of \$49,000 in 1988 dollars (Disposition of the Coyote-Alamitos Canal, Santa Clara Valley Water District, March, 1988).

6. PROPOSED STRATEGY TO ACQUIRE RIGHTS TO CANAL RIGHT-OF-WAY FOR
RECREATIONAL PURPOSES

The SCVWD is prepared to implement their project for abandoning the Coyote-Alamitos Canal as outlined in their March 1988 report entitled Santa Clara Valley Water District's Disposition of the Coyote-Alamitos Canal, identified as their preferred alternative, and as contained in the Appendices of this report. The SCVWD is willing to undertake this effort at no expense to the City of San Jose, according to the Senior Civil Engineer in the District's Water Supply Planning Division, Ms. Jennie Micko. The SCVWD's staff is also prepared to "request of the District's Board of Directors any other requests that would be reasonable" (Cournoyer, 1989).

The following is a list of potential acquisitions strategies that City could pursue:

- (1) The City could seek a joint lease agreement with the SCVWD to use the access road within the Coyote-Alamitos Canal right-of-way for use as a recreational trail facility. As a part of this agreement, the City and the SCVWD would indemnify each entity from any liability related to the other's use. This is considered, however, to be unlikely.
- (2) In the event the first strategy fails, the City should identify only those portions of the canal right-of-way that would be needed for a trail and that the City would need, i.e., no alternative would exist in that particular location adjacent to the right-of-way. For those parcels that are owned in fee by the District, the City should then make an offer to acquire that portion of the right-of-way, based on the fair market value of the land.
- (3) For that portion of the right-of-way that is held by a grant of easement, the City would need to contact the landowners to either acquire an easement or purchase the required right-of-way that would be necessary for use as a trail. In a meeting between the consultants and the SCVWD held in February 1989, the District offered to assist the City in acquiring the rights from the underlying property owners (Cournoyer, 1989). Also, in a memorandum dated August 4, 1986, to Mr. Dick Read, the City of San Jose Deputy Director of Parks Resources, then Santa Clara Valley Water District Operations and Maintenance Manager, Mr. Daniel F. Kriege, stated that "currently they (existing easements) do not allow such use (recreational use), but we would give consideration to attempting to obtain an expansion of the easement where required."

7. REFERENCES

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Micko, Jennie, Senior Civil Engineer, Water Supply Planning Division, Santa Clara Valley Water District, telephone communication (1989).

Ortiz, Jose, Senior Engineer, Department of Maintenance, Santa Clara Valley Water District, telephone communication (1989).

Reeves, Richard, Project Coordinator, San Jose Conservation Corps, San Jose CA, telephone communication (1989).

Santa Clara Valley Water District, Disposition of the Coyote-Alamitos Canal (1988).

Santa Clara Valley Water District, Future Role of the Coyote-Alamitos Canal (1983).

8. PREPARERS OF THIS REPORT

This report was prepared by Earth Metrics Incorporated of San Mateo, California. The Earth Metrics' staff who participated in this project are:

C. Michael Hogan, Ph.D., President, Principal in Charge

Gene Lynard, B.A., M.C.R.P., Project Manager

Paul Hoffey, B.S.

Diane Pittenger, Publications Manager

Caesar Jhanapin, Graphics Department Manager

9. APPENDICES

- A. Santa Clara Valley Water District's "Joint Use" Lease Agreement Form
- B. Santa Clara Valley Water District's Proposed Abandonment Plan for the Coyote-Alamitos Canal
- C. Letters from Director of San Jose Public Works Department Regarding the District's Abandonment Plan

File: _____
X-File: _____

APPENDIX A. SANTA CLARA VALLEY WATER DISTRICT'S "JOINT USE" LEASE
AGREEMENT FORM

LEASE AGREEMENT
(Joint Use)

SANTA CLARA VALLEY WATER DISTRICT, a public corporation, hereinafter referred to as "District"; and _____ hereinafter referred to as "Lessee"; AGREE this _____ day of _____, as follows:

RECITALS:

A. District is the owner of certain real property (hereinafter "the premises"), described on Exhibit A hereto, so marked and by this reference made a part hereof.

B. The parties find it to be in the public interest to provide for joint use of the premises by means of a lease thereof under the following terms and conditions.

AGREEMENT:

1. District shall and does hereby lease the premises to Lessee for the following purpose or purposes and subject to the following special restrictions:

2. This lease shall be for a period of _____ beginning on _____. Lessee may, upon written notice to District of intent to do so, given not less than ninety (90) days prior to the termination date, renew this lease for a like period upon the same terms and conditions. This lease may be terminated without cause by either party upon ninety (90) days prior written notice to the other. Notice of intent to renew or to terminate may be given by _____ for Lessee. (Office)

Notice of intent to terminate may be given by the General Manager of District for the District.

3. Lessee shall have the full control and authority, for purposes of this lease, over the use of the premises, and Lessee may restrict, or control, regulate and supervise the public use thereof. Lessee may, in its uncontrolled discretion (but consistent with the right of District hereinafter described, and without substantial or hazardous diminution of the flood control or conservation function of the premises as now existing or as may hereafter be altered), take any measures of every kind as may in the opinion of Lessee be necessary for the safety of the users of the premises for any lease purpose. Further, Lessee shall have the sole responsibility for the maintenance in usable and safe condition of every facility provided upon the premises for purposes of this lease.

4. District shall have the sole responsibility to maintain _____ for flood control and water conservation purposes, to repair and reconstruct the same where necessary for such purposes and to perform such periodic cleanup as may be appropriate to such purposes, including removal of silt, debris and obstructive growth. It is expressly understood that District is engaged in flood control and the conservation of water and that the terms and conditions of this agreement shall not in any way interfere with the absolute, free and unrestricted right of District to operate and maintain for flood control and water conservation purposes the stream bed and banks or any appurtenant works thereto, or to repair or construct any of its works, or to raise or lower the height of the water present upon the premises; and it is further understood that nothing herein contained shall be construed as conferring a right upon Lessee to have or a duty upon District to provide water upon the premises at any time. Damage to District's facilities arising from use of the premises under this lease shall be the responsibility of Lessee.

5. It is also expressly understood by Lessee that the level of water upon the premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the same, and that such fluctuations may require greater control over the use of the premises by Lessee and the public; provided, however, that Lessee shall be responsible for informing itself thereof and of all other conditions of the premises whether open or covered which may in anywise affect the health and safety of the users of the premises hereunder; and provided, further, that Lessee shall not be responsible for mosquito control on the premises. District shall have the affirmative duty to immediately notify Lessee whenever District in the exercise of its flood control or water conservation activities performs or intends to perform any major work of maintenance, repair or reconstruction (other than routine removal of silt, debris and obstructive growth) on the premises or on any District works appurtenant thereto.

6(a). Lessee shall have the right to build any improvements on the premises necessary, or convenient to the enjoyment of this lease; provided, the location of any such improvement is, in each case during the term of this agreement, first approved by District. It is fully understood and agreed that District's basis of approval or disapproval of improvements is its responsibility to insure that the same shall not constitute an obstruction to flood flows and shall not interfere with the use of the premises for flood control or water conservation purposes, and does not in anywise extend to consideration of the health and safety of users of the premises, which latter consideration is the responsibility of Lessee.

(b). Improvements built by Lessee on the premises shall remain the property of Lessee and upon the termination of this lease shall be removed by Lessee, leaving the premises in a condition as near as reasonably possible to their condition prior to such improvements. If District, in the interest of health and safety and in the exercise of lawful powers, requires that such an improvement must be removed or relocated, the same shall be done at Lessee's expense.

7(a). Lessee shall assume the defense of, indemnify and hold harmless, District, its officers, agents and employees from all claims, liability, loss, damage and injury of any kind, nature or description directly or indirectly arising during the initial term of this agreement, or any renewal thereof, and resulting from the public use of the premises pursuant hereto or from public use of adjacent premises of District occurring in consequence of Lessee's or the public's use of the premises or from acts, omissions or activities of Lessee's officers, agents, employees or independent contractors employed by Lessee, excepting claims, liability, loss, damage or injury which arise from the willful or negligent acts, omissions, or activities of an officer, agent or employee of District. This agreement to defend, indemnify and hold harmless shall operate irrespective of whether negligence is the basis of the claim, liability, loss, damage or injury and irrespective of whether the act, omission or activity is merely a condition rather than a cause.

(b). District shall assume the defense of, indemnify and hold harmless, Lessee, its officers, agents and employees from all claims, liability, loss, damage and injury of any kind, nature or description directly or indirectly arising from District's exercise of its flood control or water conservation purposes on the premises pursuant hereto or from acts, omissions or activities of District's officers, agents, employees or independent contractors employed by District excepting claims, liability, loss, damage or injury which arises from the willful or negligent acts, omissions or activities of an officer, agent or employee of Lessee. This agreement to defend, indemnify and hold harmless shall operate irrespective of whether negligence is the basis of the claim, liability, loss, damage, or injury, and irrespective of whether the act, omission or activity is merely a condition rather than a cause.

8. Any and all notices required to be given hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

LESSEE

DISTRICT

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, California 95118

9. This agreement, and all the terms, covenants and conditions hereof, shall apply to and bind the successors and assigns of the respective parties hereto; provided, that Lessee shall neither assign nor sublet this agreement without prior written consent of District.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

SANTA CLARA VALLEY WATER DISTRICT
a public corporation

By: _____
"Lessee"

By: _____
Chairman, Board of Directors
"District"

ATTEST:

ATTEST: SUSAN A. PINO

Clerk of the Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney

General Counsel

APPENDIX B. SANTA CLARA VALLEY WATER DISTRICT'S PROPOSED PROJECT
FOR ABANDONMENT

CHAPTER IV

PROPOSED PROJECT

The proposed project is a combination of the previously discussed alternatives. As much of the canal as possible will be destroyed. Earth berms will be used in most instances where flood protection is required. These berms will be built on the land between the canal and homes. They will be placed in areas where the slope of the hill is minimal. This will provide for easier maintenance and will minimize the amount of grading necessary to provide for the flat area behind the berm which will convey the runoff to the City system. In two instances the berm will be located on City or County park land, therefore the District will have to obtain an easement in order to build and maintain these facilities. This should not be any problem judging from the contacts the staff has had with the staff of the County and City Departments.

Due to the Coyote-Alamitos Canal physical features for the purpose of this study, the Coyote-Alamitos Canal was analyzed in several sections due to the unique characteristics and present conditions of the canal between the sectioning points.

The six sections considered are from East to West (downstream of the canal):

Section 1 - Between Highway 82 and Santa Teresa Boulevard

Section 2 - Between Santa Teresa Boulevard and Bernal Road

Section 3 - Between Bernal Road and Cottle Road

Section 4 - Between Cottle Road and Snell Road

Section 5 - Between Snell Road and Cahalan Road

Section 6 - Between Cahalan Road and Almaden Lake

The detailed description of the proposed solution to replace the canal in the six sections is of limited interest since it is presented schematically in Figures _____ through _____, however, it is included after a brief summary for use when more detailed information is deemed necessary.

Section One - Between U.S. 101 and Santa Teresa BoulevardSummary

This section is depicted in Map A, page ____.

The canal will be removed and the hillside returned to its original contours, however, other measures have to be implemented in some areas to provide or replace protection to some homes.

Some houses along the canal will be protected either by a berm which will convey the runoff to the City's system either by pipe or by sheet flow on public property. The berm also serves to intercept the rocks that occasionally roll down the hill in some areas.

Other houses will be protected by a small ditch which accomplishes the same purpose. In this section, removal of the canal will also enhance the fire access to certain areas that have experienced access problems in the past due to the canal.

Description

The drainage area uphill of the canal along Cheltenham and Pegasus Ways is very small because the canal is located near the crest of the hills. SCVWD owns several large parcels of land downhill (northerly) of the canal along this reach which are adjacent to the canal and to either streets or houses.

Along parcels that border the canal as well as the streets, the canal will be destroyed and the hillside returned to its original contour without any negative impacts. No new drainage facility will be necessary to prevent sedimentation problems in the streets as curb and gutter systems have been provided. In areas where the parcels are adjacent to houses, drainage ditches will be installed behind each group of houses. This allows the entire reach to be returned to its original contour and eliminates the need for access roads.

From the beginning of the canal to Adelong Way a drainage ditch will be installed. The runoff from the hillside above the eight homes along the north end of Pegasus Court will be conveyed to the City drainage system at the intersection of Pegasus and Adelong by a ditch/berm built behind the houses.

A new condominium complex has been built between Pegasus Way and the canal. This complex will not be affected by the removal of the canal because there are no buildings between the new roads (Tulare Hill and Hill Lanes) and the canal and there is very little additional drainage area above the canal. These roads are located very close to the canal and there is little difference in elevation between the two. The storm runoff generated above the seven houses on Coburn Court, will be conveyed by a ditch behind these houses, thus allowing the hillside to be returned to its original contour. The runoff will be conveyed to Coburn Court, Cheltenham Way and the end of Tulare Hill Court. An easement will have to be obtained along the east side of the last lot facing Coburn Court. All other construction throughout Section One will be on District owned land.

At the intersection of Cheltenham Way and Pawtucket, there are five houses on the south (canal) side of Cheltenham Way. The SCVWD has an access road between the houses. There is a pipe over the canal that conveys runoff from the area above the canal to a swale which is located behind the houses. However, since the canal is located near the crest of the hill it intercepts very little runoff but a large number of rocks were in the canal. A berm installed behind the five houses will protect the homes from runoff and rocks now being intercepted by the canal.

A single house is located on the corner of Cheltenham Way and Santa Teresa Boulevard. It will be protected by an earth berm.

The last portion in Section One is along Bayliss Court. Two houses located on the south end and one the north end of the court will be protected by a drainage ditch which will connect to the city system. The other houses are downhill of the Gross Siphon which will be plugged on both ends with concrete. The abandonment of the canal would have no impact on houses downhill of the Gross Siphon.

Section Two - Between Santa Teresa Boulevard and Bernal Road.

Summary

This section is represented in Map _____, pages ____ and _____. Between Santa Teresa Boulevard and the golf course, the hillside will be returned to its original contour and the houses adjacent to or affected by the removal of the canal will be protected by a proposed berm that directs the runoff to the City storm system.

The portion of the canal that crosses the Santa Teresa Golf Course will remain in place and will connect to the City's storm system at Bernal Road.

Description

The second section of the canal stretches from Santa Teresa Boulevard to Bernal Road. This section is adjacent to the county's archery range, the Santa Teresa Golf Course, SCVWD land and existing floodwalls. Enough open space between the homes and the canal to build the necessary flood control facilities is available throughout Section Two.

The first reach from Santa Teresa to the intersection to the golf course will need protection. Access is available to the city storm system at Phinney Plaza, Manressa Court and along Avenida Espana from Keeler Court to Briggs Court. From Santa Teresa Boulevard to the archery range, the SCWVD has fee title to a very wide strip of land between the canal and the nearest houses. The hillside will be returned to its original contours and a berm will

be installed along the backyard fences of the neighboring homes. A floodwall exists near Manresa Court protecting two houses facing Drumm Court.

SCVWD owns the parcel of land between the canal and Manresa Court. The runoff along the canal in this area and from the hillside for approximately 500 feet downstream of the end of Manresa Court will be conveyed to the east end of Manresa Court. This will parallel an existing ditch that conveys runoff from a swale located near the origin of the proposed ditch to the west end of Manresa Court. The existing ditch is presently concentrating runoff to the end of West Manresa Court that does not have the capacity to handle the flows. The proposed ditch will prevent additional runoff from worsening the flooding that now occurs after the canal is destroyed.

Between the west end of from Manresa Court and the intersection of Keeler Court and Avenida Espana several houses will need protection when the canal is destroyed. A large strip of land owned by the County Parks and leased to an archery range lies between the canal and the houses. A large hill located along the northern boundary of the archery range provides protection for several of the houses along Bayliss Drive. This artificial hill will be extended to protect the remaining houses along Bayliss Drive. An easement to construct and maintain this berm will be needed.

The Coyote-Alamitos will remain through the golf course for the following reasons:

- i) The golf course does not have a storm drainage system adequate to protect bordering homes. The canal is relied upon to intercept the sheetflow from the hillsides. If the canal were removed it would worsen the flooding on the golf course and along North Creek Drive.

- ii) The County operates a water pond near the canal for flood retention during winter and also for irrigation during summer months. This pond relies upon the canal for emergency overflow and has become an integral part of the County's operation of the pond.
- iii) The County has not accepted the maintenance or liability for any flood control.

Destroying the canal upstream of the golf course will guarantee that no water will be conveyed to the golf course from drainage areas upstream of the golf course itself and therefore no additional runoff from the hillsides above the canal will sheet flow onto the golf course because the canal will carry this flow only. This will reduce the flooding problems the County has been experiencing in the past as well as the flooding along Bernal Road that the City of San Jose has experienced in the past due to the discharge of runoff water from other areas at this point.

It is proposed that the County take over the maintenance responsibilities for the portion of canal through the golf course.

Section Three - Between Bernal and Cottle Roads

Summary

This section is shown in Map __, pages _____ and _____.

The canal will be destroyed and the hillside returned to its original contour for most of this section.

Where there are homes adjacent or impacted by the destruction of the canal, berms will be installed that form natural ditches to convey the water to appropriate City storm sewer inlets. Only the portion from Oberlin to Cottle will be retained.

Description

Section Three is from Bernal to Cottle Roads. The canal will be destroyed between Bernal Road and Oberlin Way. A drainage berm will be

built on SCVWD right of way as well as county land behind the first 26 lots west of Bernal Road. SCVWD will have to obtain an easement from the County for this facility. The water will be conveyed to the drop inlets at Bernal and between the thirteenth and fourteenth houses west of Bernal. The ditch will be sloped so if the drain between houses clogs the water will run to Bernal. The amount of flow that will be turned out upstream of the golf course more than compensates for the slight increase in flows at Bernal. The berm will be vegetated which will prevent sediment transport to the City's storm system. The siphon at Buck Nord stables will be plugged on both ends.

The second reach of Section Three stretches from the downstream end of the siphon at the Buck Nord Horse Stables to the intersection of Camino Verde and Manilla Drive. Presently almost all of the runoff entering the canal between Bernal Road and the intersection of Manilla and Manilla Way is released through the bubbler located at Manilla Way. The water then runs down the streets into the City storm drain system. Downstream of this reach in the vicinity of Oberlin Way is where landslides have historically been occurring during major storms. Water backs up in the canal when this happens and either overtops the canal or the flow released through the bubbler is increased. The canal will be destroyed and the two siphons within this reach will be plugged. This will alleviate the concentrated flow turned out and reduce the chances of major flooding along Manilla. Runoff being collected now along Heaton Moor will be directed to the City storm system along Heaton Moor not at Manilla Way. Only four houses are located on the north side of the streets paralleling the canal. These houses are either located on a hill with a small drainage area adjacent or far enough away from the canal that diverting water away from these houses will not be difficult with a berm. The remainder of the land in this stretch is owned by the County Parks

and Recreation Department. The canal will be destroyed in this area and the runoff will be intercepted at Manilla Road. A concrete curb will be built behind the one unprotected house on Manilla east of Julie Drive. This will be located within the existing canal easement.

The next reach of the second section begins at Manilla at Julie Drive and ends at Cottle Road. SCVWD owns the land between the canal and the backyards of the homes from the intersection of Manilla and Julie Drives to Oberlin Court. A six-foot wall already existed, which borders the backyards along this section. Concrete drainage spillways carry the water collected behind the wall to city storm drains.

From Oberlin Court to Cottle Road the canal will be left to protect the homes along Oberlin Way, Dade Court and Beckham Drive. The water collected will be turned out of a wasteway located at Cottle Road.

Section Four - Between Cottle and Snell Roads.

Summary

This section is shown in Maps D, E, and F.

The fourth section of the project stretches from Cottle to Snell Road. The City of San Jose and the SCVWD owns most of the parcels of vacant land adjacent to the canal. Access to city streets is available at several locations along Curie Drive, Galen Drive and Colleen Drive and at several courts including Heskett, Didion, Cessna, Contessa, Northdale, Rocking Horse and Colleen Courts.

The proposed project for this section would consist of leaving all of the canal and modifying five wasteways.

Description

In the fourth section, the canal will remain for the entire reach. Overflow pipes that carry water over the canal will be modified to empty the canal at Curie, Didion, and Cessna Courts, near the intersection of Mindy Way and Galen Drive, and at Snell Avenue.

Section Five - Snell Road to Cahalan.Summary

This section is shown in Maps ___, ___, and ___.

The fifth section of the project stretches from Snell Road to Cahalan. The treatment of this section will be heterogeneous due to its varied physical features. Earth berms, ditches, and concrete curbs will all be used to protect the homes. The canal will be retained to protect homes where the houses are too close to the canal to construct alternate flood control facilities.

Description

From Snell Road to a point upstream of the houses on Glendora Court, the canal will be removed and the hillside restored. West of Snell Road, SCVWD is presently negotiating for the purchase of a wide strip of land behind the homes along Colleen Drive from the City of San Jose, related to the construction of the Snell pipeline. The canal will be destroyed and the hillside returned to its natural contour in this area. Two concrete swales are located between the houses in the strip along Colleen Drive including Colleen Court. The City has a drainage easement and maintains these swales. These swales and an earth berm in the open strip of land behind the row of houses will convey runoff water to the streets. Concrete curbs will be added to the two swales to handle the incremental increase in flows when the canal is removed.

The reach of the canal from Colleen Court to near Evangeline Court will be removed and the hillside returned to its natural contours. The first ten houses on Colleen Drive west of Colleen Court will have an earth berm built behind them. The flow will then be directed to Colleen Drive.

Seven of the houses across from the Sakamoto Elementary School will have a concrete curb behind them. The flow will then be directed to a ditch/berm that will convey the water to Colleen Drive.

The canal will be retained from behind the fifth house east of Evangeline Court to 150 feet east of Cahalan. The City is planning to build a sediment basin on the two lots at the end of Glendora Court. The project has been in the City's capital improvement budget for two years. This project will be coordinated with City's staff, since the canal could become part of the City's sediment control structural measures until then, the canal will be left intact behind the houses on Glendora Court. The canal will be left intact behind Rocky Glen Court. A dam will be constructed immediately downstream of the overflow structure located approximately 150 feet upstream of Cahalan Road. The overflow structure has been modified to drain the canal to a level of two feet. It will be further modified to completely drain the canal. A small ditch will continue from the dam to Cahalan Drive. The overflow pipe at Valley Glen Court and one at Glendora Court will also be modified to completely empty the canal.

Section Six - Between Cahalan Road and Almaden Lake.

Summary

This section is presented in maps F and G. Because of the lack of capacity in the storm drainage system, the canal will have to be retained through most of Section Six.

Description

The options for the sixth section of the canal are limited by the lack of capacity in the city's storm drainage system along Foothill Drive. When the City constructed their system, they expected to collect the sheetflow from the hillside at Miracle Mountain Court. A 21-inch pipe was placed at the end of the court for this purpose is located at the end of the open channel portion of the Coyote-Alamitos Canal. Along Foothill Drive a twelve-inch line was expected to collect the storm water along Foothill Drive. For this reason, the canal will be destroyed only from Cahalan Drive to crest of the ridge east of Rolling Glen Court. A drainage ditch will be constructed to protect the last house on the west side of Cahalan Road. This ditch will be continued to the top of the ridge that the canal crosses south of Foothill Park. The runoff from the ridge will be

directed to Cahalan. The existing canal will protect the property on the east side of Rolling Glen Court.

The canal will be left intact from Foothill Court to the end. The only modifications that will be made for this last reach will be the addition of an emergency overflow at Hillrose Drive. The levee on the north side of the canal at this point will be lowered to insure that this is the low point. During an emergency, the water that spills at this point will sheetflow over the asphalted access road to the intersection of Hillrose and Foothill Drive. Hillrose slopes towards the canal which will slow down the overflow water will then run east on Foothill to the City system.



CITY OF SAN JOSE, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95110
(408) 277-4333

November 29, 1988

DEPARTMENT OF PUBLIC WORKS
D. KENT DEWELL, DIRECTOR

12/11 LFC
JLM
SNW
CAG

Mr. Lee F. Cournoyer
Water Supply Manager
Santa Clara Valley Water District
San Jose, CA 95118

Dear Mr. Cournoyer:

Subject: Abandonment of the Coyote-Alamitos Canal

In light of the comments set forth in your letter of October 13, 1988 in response to concerns previously expressed in our letter of July 15, 1988, we hereby approve your proposed conceptual design for the abandonment of the Coyote-Alamitos Canal.

In order to better balance quantities discharging into the existing City drainage system, it is suggested that you partially divert 35 cfs from the 36-inch line in Cottle Road and 25 cfs from the 33-inch line in Dade Court. This total of 60 cfs may be diverted as follows:

- o 25 cfs to the easterly 27-inch line running to Rocking Horse Court.
- o 25 cfs to the westerly 24-inch line running to Rocking Horse Court.
- o 10 cfs to the 24-inch line in Snell Avenue.

There may be other methods of diverting the above flows using connections between Cottle and Snell. We will be glad to consider an alternative mutually agreeable solution.

If you have any questions please contact Tom Beggs at 277-4638, Ext. 20 who will be pleased to assist you.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Kent Dewell".

D. Kent Dewell, Director
Department of Public Works

JWF:TB:gm
6377Y



CITY OF SAN JOSÉ, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95110
(408) 277-4333

July 15, 1988

DEPARTMENT OF PUBLIC WORKS
D. KENT DEWELL, DIRECTOR

Mr. David K. Gill
Water Supply Manager
Santa Clara Water District
5750 Almaden Expressway
San Jose, CA 95118

Dear Mr. Gill:

Subject: Abandonment of the Coyote-Alamitos Canal

Reference is made to your letter of June 28, 1988 requesting that we state our acceptance of your proposed project for the abandonment of the Coyote-Alamitos Canal.

It is our understanding that the Santa Clara Water District will arrange and pay for the proposed project and will do whatever environmental work that is necessary or required.

At this preliminary conceptual design stage, the only comment we can make is that in using the original design assumptions, the existing drainage system appears to have adequate capacity to handle the proposed canal abandonment connections except in the following cases:

1. The 12-inch storm line in Manila Drive from 200' west of Camino Verde Drive to Camino Verde Drive.
2. Storm lines ranging from 36 to 48-inches in Cottle Road from 720' west of Oberline Way to Arlic Drive.
3. The 36-inch storm line In Oberlin Way from Beckham Drive to Cottle Road.

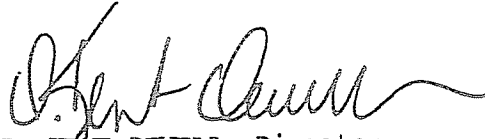
The above cases may be rectified by enlarging the existing storm lines or relocating the points of connection. We will be glad to work with you during the design of the project in seeking a mutually satisfactory solution.


Before accepting the abandonment project in its entirety the following concerns must be addressed in the design of each particular inlet facility connection to the City's drainage system:

- Setting forth acceptable hydraulic design parameters.
- Efficient interception and capture of erosion materials.
- Required frequency of maintenance operations.
- Accessibility of vehicles and equipment.
- Designation of District and City maintained facilities.
- Design to be compatible with normal maintenance operations.
- Safety enclosures where necessary, or required.
- Appearance and landscaping
- Easement requirements.
- City's review and approval of all preliminary and final plans.

This Department will be glad to cooperate with you in this matter and if you have any quesitons please call Tom Beggs at 277-4638.

Sincerely,


D. KENT DEWELL, Director
Department of Public Works


JWF:TB:gm
5879Y

cc: Larry Benson, (NM)